



Amendment No. 5  
to  
Agreement No. NG170000027  
for  
Social Services  
between  
**CENTRAL TEXAS COMMUNITY HEALTH CENTERS**  
**DBA**  
**COMMUNITYCARE**  
and the  
**CITY OF AUSTIN**

(Ryan White Part C)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Four Hundred Forty Four Thousand Six Hundred Forty Eight dollars (\$444,648)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	\$ 227,915
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	\$ 216,976	\$ 444,891
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Dec. 31, 2018)	\$ 455,830	\$ 900,721
Amendment No. 3: Reduce funds in Agreement and modify Program Exhibits	(\$ 11,182)	\$ 889,539
Amendment No. 4: Add funds to Agreement and modify Program Exhibits	\$ 10,270	\$ 899,809
Amendment No. 5: Exercise Extension Option #2 (Jan. 1, 2019 – Dec. 31, 2019)	\$ 444,648	\$ 1,344,457

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1.1 -- Program Work Statement for HIV Contract** is deleted in its entirety and replaced with **Exhibit A.1.1 -- Program Work Statement for HIV Contract** [Revised 11/10/2018]

**Exhibit A.1.2 -- Program Work Statement By Service Category** is deleted in its entirety and replaced with **Exhibit A.1.2 -- Program Work Statement By Service Category** [Revised 11/10/2018]

**Exhibit A.2 -- Program Performance for HIV Service Category is deleted in its entirety and replaced with Exhibit A.2 -- Program Performance for HIV Service Category [Revised 1/7/2019]**

**Exhibit B.1.1 -- Program Budget for HIV Direct Services is deleted in its entirety and replaced with Exhibit B.1.1 -- Program Budget for HIV Direct Services [Revised 1/7/2019]**

**Exhibit B.1.2 -- Program Budget for HIV Administrative Services is deleted in its entirety and replaced with Exhibit B.1.2 -- Program Budget for HIV Administrative Services [Revised 1/7/2019]**

**Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative is deleted in its entirety and replaced with Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative [Revised 1/7/2019]**

**Exhibit D -- RW Part C Required Reports is deleted in its entirety and replaced with Exhibit D -- RW Part C Required Reports [Revised 11/28/2018]**

**Exhibit G -- Federal Award Identification is deleted in its entirety and replaced with Exhibit G -- Federal Award Identification [Revised 1/10/2019]**

**4.0 The following Terms and Conditions have been MODIFIED:**

**4.1.2.1 For the Program Period of 1/1/2019 through 12/31/2019, the payment from the City to the Grantee shall not exceed \$444,648 (Four Hundred Forty Four Thousand Six Hundred Forty Eight dollars)**

**5.0 MB/EWBE goals were not established for this Agreement.**

**6.0 Based on the criteria in the City of Austin Living Wage Resolution #070509-91, the Living Wage requirement does not apply to this Agreement.**

**7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.**

**8.0 All other Agreement terms and conditions remain the same.**

**BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.**

**GRANTEE**

Signature: 

**CENTRAL TEXAS COMMUNITY HEALTH  
CENTERS DBA COMMUNITYCARE  
Jason Fournier, Chief Executive Officer  
4614 N. IH-35  
Austin, TX 78751**

Date: 01/15/2019

**CITY OF AUSTIN**

Signature: 

**City of Austin  
Purchasing Office  
PO Box 1068  
Austin, TX 78767**

Date: 01/28/19

Approved By: leadin  
1.28.19



## ***Program Work Statement For HIV Contract***

***Period Start Date*** 1/1/2019

***Period End Date*** 12/31/2019

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### ***Client Access***

In order to assure services to patients needing care outside of normal clinic hours of 8:00 a.m. to 5:00 p.m., DPCHC offers evening clinics Tuesday and Wednesday until 8:00 p.m. Calls coming into the DPCHC triage line after hours are routed to an after-hours triage nurse. This staff assesses for urgent care and refers to local emergency room care as appropriate. Additionally, patients may access one of CommUnityCare's walk-in clinics, Hancock, from 8:00 a.m. to 8:00 p.m. daily, including weekends and Holidays, or William Cannon Monday through Saturday from 7:15a.m. to 8:00p.m. Providers there may access CommUnityCare's electronic health record as needed to provide urgent care to DPCHC patients.

### ***Service Linkage, Referral, and Collaboration***

DPCHC provides other support services that contribute to successful provision of HIV and primary medical care, including nutritional counseling, Social Work (including treatment adherence), and integrated behavioral health (psychiatric and mental health counseling) services. The overall purpose of these ancillary services is to engage PLWHA in a successful medical treatment plan and to increase medical plan adherence. External referrals for behavioral health issues, such as referral into a formal substance abuse program, are made as necessary. DPCHC has a formal collaborative agreement with Austin/Travis County Integral Care - C.A.R.E. program to expedite enrollment into formal substance abuse treatment programs when these issues risk compromising the success of medical treatment. While DPCHC does not offer non-Medical Case Management, close linkages and collaborative agreements are in place with other HIV service providers that do offer such services to facilitate two-way referral and information sharing as needed, with the patient's consent.

### ***Client Input and Involvement***

CommUnityCare conducts quarterly patient satisfaction surveys; data collected as a part of these surveys feed process improvement at the David Powell Community Health Center. Additionally, as an FQHC, 51% of the CommUnityCare's board of directors is comprised of patients, while the board currently does not have a representative from DPCHC. CommUnityCare is continually recruiting DPCHC patients to participate.

### ***Cultural Competency***

Because of DPCHC's objective to deliver medical services to all eligible individuals, the clinic strives to create an atmosphere of cultural sensitivity and offer a safe, comfortable, and respectful resource for all patients, thus increasing the likelihood that patients will remain adherent and in care. Discussions and specific in-service trainings regarding targeted populations and their needs take place on a regular basis in staff meetings at all levels. Translation and interpretation services are provided onsite via a translation phone services for those who need assistance.

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## Program Work Statement By Service Category

Period Start Date 1/1/2019

Period End Date 12/31/2019

HIV Service Category CS-OAMC-OAHS

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### Client Eligibility

Individuals must be HIV-positive to be eligible for services at DPCHC.

An initial intake assessment is performed with each prospective new patient by a DPCHC medical social worker. Individuals are informed at the beginning of this conversation that they must furnish proof of HIV status before they can receive care at DPCHC. In rare cases where an individual has been previously diagnosed as HIV positive but is unable to furnish such documentation, DPCHC will perform confirmatory testing through its laboratory services.

Individuals are also asked in this initial conversation regarding any third-party payor or other funding source that they have available. Veterans are educated about health care services they may be eligible to receive through the VA, but if they indicate they wish to receive medical care at DPCHC, they are placed in the appropriate sliding fee scale classification. Per HRSA guidelines, DPCHC continues to attempt to establish contact with the local VA in order to begin planning formal collaboration.

After intake, new and return-to-care patients must complete a comprehensive financial screening process with a specially trained financial screener to determine what health resources are available to them (i.e., Medicaid, Medicare, MAP, ADAP, etc.) and to be assigned to a financial class per our sliding fee program. In addition to accessing Medicaid to determine Medicaid eligibility, DPCHC staff use an additional software program, CareVault. This program searches a database for client enrollment in a number of highly utilized medical insurance companies, such as United Healthcare, Blue Cross/Blue Shield, etc.

The financial screening process utilizes Central Health Medical Assistance Program (MAP) classifications as well as sliding scale classifications for those over scale for MAP. Patient financial responsibility for services is determined by the classification. Financial eligibility must be completed before the new patient is given an appointment for his/her initial provider visit, except in those cases where medical triage has indicated a need for immediate medical intervention.

No individual is ever denied service based on declared inability to pay. However, every effort is made to determine if a patient has any third-party payor resources available, and to collect co-pays and/or the patient responsibility portion for sliding fee scale patients.

### Target Populations

DPCHC's targeted population includes any adult living with HIV disease within the Austin metropolitan area that needs HIV and/or primary medical care. The "metropolitan area" includes the ten counties in the State-defined Austin Health Services Delivery Area (HSDA) for which DPCHC receives Ryan White Part B funding, although the target population for Part C funding is generally limited to PLWHA in the ten-county Project Area. DPCHC provides care to any qualifying individual upon confirmation of his or her HIV-positive status.

Targeted populations include PLWHA who are unfunded or under-insured. As a safety-net health care provider and a grant recipient meant to serve such individuals, DPCHC considers those groups as its base population. Other targeted populations include, but are not limited to, racial/ethnic minorities, women, men who have sex with men (MSM), homeless individuals, injection drug users, recently incarcerated individuals, and individuals who have been out of care and wish to return to care. In house Behavioral Health services assist the clinic in offering support and counseling services to patients who have a history of being non-adherent in their treatment plan and/or who have a history of not remaining in care. DPCHC also serves men and women engaged in the commercial sex industry.

DPCHC depends primarily on the established network of social services and testing/counseling/outreach agencies to deliver information about DPCHC services to PLWHA in need of medical care. DPCHC participates in local and regional health fairs and special HIV/AIDS recognition days, usually partnering with other AIDS Service Organizations (ASOs). The clinic engages in liaison activity with hospitals in Travis County, and DPCHC providers offer consults on HIV patients undergoing inpatient care. Providers also serve as informal consultants for community physicians who have newly diagnosed patients with HIV/AIDS.

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## **Program Work Statement By Service Category**

**Period Start Date** 1/1/2019

**Period End Date** 12/31/2019

### **HIV Service Category CS-OAMC-OAHS**

Because of DPCHC's objective to deliver medical services to all eligible individuals, the clinic strives to create an atmosphere of cultural sensitivity and offer a safe, comfortable, and respectful resource for all patients, thus increasing the likelihood that patients will remain adherent and in care. Discussions and specific in-service trainings regarding targeted populations and their needs take place on a regular basis in staff meetings at all levels.

#### **Service Category Activities**

##### **Service activities linked to Budget Justification**

The activities covered under this category of work are the basic functions of medical care for PLWHA:

- Provision of outpatient medical care for HIV Disease, including laboratory services and medical referrals, as necessary
- Provision of on-site pharmacy and drug assistance services through an integrated health services delivery model to eligible patients in order to facilitate access to antiretroviral therapy, opportunistic infection prevention and treatment, and other needed medications.
- Referral to internal and external behavioral health services, as appropriate, for mental health, substance abuse, and chemical dependency issues
- Referral to appropriate social services for non-medical assistance with the goal of retaining the patient in medical care

These activities are accomplished through the creation of a collaborative patient/provider medical treatment plan based on disease and health status, treatment guidelines, standards of care, and cultural and lifestyle considerations. The majority of patients are seen every three to four months on an outpatient basis with additional office visits for acute conditions or necessary follow-up based on the patient's individualized treatment plan.

Collaborative agreements with community partners and long-standing provider-patient relationships contribute to the quality of medical care that is provided through CUC. As a large multisite Federally Qualified Health Center (FQHC), the majority of the HIV care provided within CUC is centered at our David Powell Community Health Center (DPCHC). The DPCHC medical provider staff includes two Family Practice physicians, one Internal Medicine physician, three Infectious Disease physicians, and one Family Practice Nurse Practitioner. Currently, two DPCHC providers are certified as HIV Specialists by the American Academy of HIV Medicine (AAHIVM). Additionally, our Pharmacist-in-Charge is in the process of completing her certification. Several DPCHC physicians have specialized expertise in areas of particular concern to treating PLWHA, such as Psychiatry and the treatment of Sexually Transmitted Infections (STI) and Hepatitis C.

Identification of and treatment for common medical co-morbidities is an integral part of the DPCHC medical practice. DPCHC has a highly coordinated TB referral program through our relationship with the City of Austin's Communicable Disease Unit (CDU). STIs are extremely common among certain HIV sub-populations, with Syphilis, Chlamydia, and Gonorrhea the most common. STI testing and treatment are performed according to guidelines and as indicated.

Hepatitis A, B, and especially C are also common co-morbidities with HIV. We not only provide in-house treatment for Hepatitis C, but our patients also have access to the Hepatitis C clinic at CUC's North Central Community Health Center.

In DPCHC's efforts to maintain recently incarcerated individuals in HIV care, the clinic has several resources. Prisoners released from the Federal prison system to the Austin area are provided information about DPCHC. Staff facilitates obtaining copies of the prison medical record upon patient intake at DPCHC. DPCHC also provides care to HIV-positive prisoners in Williamson, Hays, and Burnet Counties. These prisoner visits are scheduled in advance and include a guard escort. All of these prison relationships have been developed to ensure the availability and continuity of care to HIV-positive prisoners and formerly incarcerated individuals.

To ensure provision of comprehensive care for all patients, DPCHC offers a fully integrated women's health program within the clinic. Female patients may schedule a women's health visit any weekday with a provider experienced in medical care for women living with HIV. DPCHC follows basic standards of care for women's health as outlined in the Austin TGA Standards of Care as well as HRSA treatment guidelines for women infected with HIV. DPCHC provides directly and through referrals HIV-specific early gynecological assessment and treatment services including pelvic examinations, pap smears, colposcopy, cryosurgery, cervical biopsy, screening, and treatment for gynecological infections, family planning, and prenatal HIV care. Pregnant women are referred to a CUC's OB specialist for prenatal care with DPCHC providers supervising antiretroviral therapy during the term of the pregnancy. In order to provide a care system in which women living with HIV can be

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## **Program Work Statement By Service Category**

**Period Start Date** 1/1/2019

**Period End Date** 12/31/2019

### **HIV Service Category CS-OAMC-OAHS**

comfortable and engaged, female patients have the option of receiving care from female clinical staff. Female patients who are identified as having gynecological disease requiring specialized treatment are referred to local gynecologists with expertise in HIV-related gynecological diseases.

DPCHC offers minor outpatient surgical procedures as part of its core medical services. An appropriately outfitted procedure room provides a setting in which conditions common to PLWHA, such as skin abnormalities requiring biopsies, excision of warts and skin lesions, and drainage of abscess, can be performed on site as part of a routine medical visit, removing the need for external referral for these types of simple procedures.

Medical conditions that require the consultation of specialists are addressed through appropriate referral. As part of the Travis County Healthcare District's (Central Health) CommUnityCare network of Federally Qualified Health Centers, most DPCHC patients can access specialty care through the Dell Seton University Medical Center at the University of Texas (DSUMC) at no cost to DPCHC due to Seton's contractual relationship with the Travis County Healthcare District. Services not available through the Seton system are arranged insofar as possible through low-cost arrangements with private providers. CUC provides in house specialty care, including, Gastroenterology, Dermatology, Endocrinology, Neurology, Pulmonology, and Cardiology services at our North Central and Southeast Health and Wellness Health Centers. The urgency of the issue and the presence or absence of a third-party payor directly affect to whom and how such referrals are made. Referrals are tracked through the NextGen Electronic Medical Record (EMR) system.

**OAHS – Pharmaceuticals:** DPCHC's goal for OAHS-Pharmaceuticals is to provide on-site pharmacy and drug assistance services through its integrated health services delivery model to eligible patients in order to facilitate access to antiretroviral therapy, opportunistic infection prevention and treatment, and other needed medications. The goal also includes providing assistance in accessing and dispensing drugs obtained through peripheral support services such as the Texas HIV Medication Program (AIDS Drug Assistance Program or "ADAP") and pharmaceutical firms' Patient Assistance Programs (PAPs) to reduce dependence on Ryan White funding to the greatest extent possible. As with all services, the overriding objective of providing these services is to efficiently and cost-effectively assist PLWHA in accessing and maintaining engagement in HIV care and primary medical care.

DPCHC offers OAHS pharmaceutical services through its on-site Class-A pharmacy staffed with licensed pharmacists and pharmacy technicians. The pharmacy dispenses medications obtained through internal direct purchases (using the 340b discount program made possible by our FQHC status) and through drug assistance programs (ADAP and PAPs). All new patients who may be eligible for ADAP are guided through the application processes as a part of financial screening. Additionally, on-site support services provided through Social Workers and two PAP coordinators help unfunded patients identify alternative resources for drugs prescribed by the provider, including assistance in enrolling in Medicare Part D, for those who qualify. In addition, during the patients' care at the clinic, the medical providers can refer patients to one of two PAP coordinators to enroll them in prescription assistance programs, as needed. By maintaining robust ADAP, Medicare Part D, and PAP enrollments, encouraging the patient to fill their most expensive medications through Medicaid coverage when possible; DPCHC makes every attempt to ensure that Ryan White funds remain the payor of last resort for pharmaceuticals.

Pharmacy staff provides drug counseling as required, and per patient request, to help ensure patient safety and adherence (i.e., minimizing side effects by offering information about when and how medication should be taken, checking for allergies and drug interactions, etc.). The pharmacy team works closely with the clinic staff (medical providers, nursing, social workers, and nutritionist) to ensure a comprehensive approach to treatment. The availability of a full Class-A pharmacy on site helps to facilitate medication adherence among patients who use its services by providing the opportunity for seamless monitoring of refills and enhanced opportunities for medication education. Targeted treatment adherence services are provided through Social Work services and nursing staff.

This integrated model provides immediate care plan revision and assistance while a patient is still in the clinic when any member of the care team identifies barriers to successful treatment. Pharmacy and nursing staff coordinate with third party coverage and PAP where available, using grant dollars only as a last resort. With DPCHC's on-site pharmacy, many patients can receive their medication at the completion of their provider appointment. On-site pharmacists are also readily available for consultation with providers regarding drug reactions and potential interactions.

The on-site pharmacy is also a link to new medication treatment options for DPCHC patients. One DPCHC physician is

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## ***Program Work Statement By Service Category***

**Period Start Date** 1/1/2019**Period End Date** 12/31/2019***HIV Service Category CS-OAMC-OAHS***

licensed to prescribe Buprenorphine in order to offer office-based treatment of Opioid dependence. In addition, DPCHC has in the past, and continues now, to participate in expanded (early) access programs for new antiretroviral therapy (ART) medications. However, the DPCHC pharmacy does not supply medications to patients with third party medication coverage (ADAP medications for clients with Part D coverage being the largest exception).

DPCHC provides other support services that contribute to successful provision of HIV and primary medical care, including nutritional counseling, Social Work (including treatment adherence), and integrated behavioral health (psychiatric and mental health counseling) services. The overall purpose of these ancillary services is to engage PLWHA in a successful medical treatment plan and to increase medical plan adherence. External referrals for behavioral health issues, such as referral into a formal substance abuse program, are made as necessary. DPCHC has a formal collaborative agreement with Austin/Travis County Integral Care - C.A.R.E. program to expedite enrollment into formal substance abuse treatment programs when these issues risk compromising the success of medical treatment. While DPCHC does not offer non-Medical Case Management, close linkages and collaborative agreements are in place with other HIV service providers that do offer such services to facilitate two-way referral and information sharing as needed, with the patient's consent.

In order to assure services to patients needing care outside of normal clinic hours of 8:00 a.m. to 5:00 p.m., DPCHC offers evening clinics Tuesday and Wednesday until 8:00 p.m. Calls coming into the DPCHC triage line after hours are routed to an after-hours triage nurse. This staff assesses for urgent care and refers to local emergency room care as appropriate. Additionally, patients may access one of CommUnityCare's walk-in clinics, Hancock, from 8:00 a.m. to 8:00 p.m. daily, including weekends and Holidays, or William Cannon Monday through Saturday from 7:15a.m. to 8:00p.m. Providers there may access CommUnityCare's electronic health record as needed to provide urgent care to DPCHC patients.

***Frequency of these service activities***

Services will be provided to patients, as needed, and at least twice annually.

***Location(s) of these service activities***

The majority of services will be provided at the David Powell Health Center. Medical Care Services for eligible patients will be provided at our Blackstock and South Austin Health Centers, as appropriate.

***Staffing***

Primary medical care is provided at DPCHC using an integrated health services delivery model including medical providers, nurses, medical assistants, social work staff, dietitians, pharmacists, and phlebotomists.

All CUC medical providers practice under the general supervision of CUC's Chief Medical Officer. Onsite at DPCHC, medical providers operate under the day-to-day direction of a Lead Provider. The Practice Leader provides administrative direction for clinic operations and manages the entirety of all facets of the practice in close collaboration and cooperation with the Lead Provider, FQHC Chief Medical Officer, and CommUnityCare's Chief Operating Officer. The Nursing team, who are all Registered Nurses, operate under the direct supervision of the Nurse Manager. The Lead Provider and Nurse Manager effectively direct all day-to-day aspects of the provision of clinical medical care at DPCHC, as well as determine policy and practice direction within the boundaries set by executive management of the FQHC network and FQHC Board.

Administrative liaison with Austin Public Health's HIV Resources Administration unit rests with CommUnityCare's DPCHC Grant Manager. When required, other members of the management team participate directly in discussions and meetings with grant administrative agents related to program design and monitoring, contract compliance, and quality management.

Subcontractors are used in this service category for the provision of necessary laboratory testing. These contracts are awarded through a competitive bid process and result in economical charges for basic chemistry profiles, CD-4 T-Cell testing, Viral Load testing, resistance testing, and other needed laboratory services. DPCHC's two phlebotomists are provided to the clinic at no charge as a contract condition with one of two laboratory vendors selected through the competitive bid process.

***Quality Management***

Performance Evaluation

Success towards DPCHC's goals is measured through performance outcome data. Examples of outcome measures that

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## Program Work Statement By Service Category

Period Start Date 1/1/2019

Period End Date 12/31/2019

HIV Service Category CS-OAMC-OAHS

Indicate quality of care include:

- Percent of patients staged with CDC-defined AIDS that are prescribed antiretroviral therapy
- Percent of patients with a CD-4 T-Cell Count under 200/mm3 that are prescribed prophylaxis treatment for PCP
- Percent of patients with a Viral Load below limits of quantification at last test during the measurement year
- Percent of patients who indicate in a client survey that they are satisfied with the overall quality of services they receive at DPCHC

Targets are set for each quality outcome. If targets are not met, discussion ensues among the provider staff, clinic management team, and clinic staff at large as appropriate regarding possible causes and whether changes are needed in the DPCHC practice to improve outcomes. Specific indicators required by the administrative agent are identified and explained in Performance Measures documents.

### Quality Management

The FQHC Chief Medical Officer has responsibility for oversight of care provided at DPCHC and addresses any quality management challenges discovered by audits and reviews. The Chief Medical Officer's functions include:

- Ensuring implementation of the Performance Improvement Program's monitoring and evaluation activities
- Ensuring that the Performance Improvement Program is evaluated annually
- Delegating the ongoing daily responsibilities to the Director of Performance Improvement.
- Reporting to the Chair of the FQHC Board on the quality of services provided by the FQHC network
- Ensuring that health professionals make decisions regarding quality of care issues
- Facilitating the identification of problems and opportunities for performance improvement to practitioners
- Maintaining facility action plans to meet standards set by the Performance Improvement Program and peer review process; and
- Approving agendas and materials for the Performance Improvement Committee.

As part of the FQHC network, DPCHC is required to perform regular audits and quality control reviews as established in the organization's Performance Improvement/Risk Management Plan. This plan addresses quality management and improvement across all services provided within the FQHC network, including medical care, behavioral health and social work, pharmacy, and safety and risk management. Results of Performance Improvement activities are presented through a chain of command and responsibility, including to the FQHC Board of Directors. Any adverse finding results in the creation of a planned process for improvement.

As a specialty clinic, DPCHC engages in additional Quality Improvement activities to meet Ryan White/HRSA guidelines and to assist in the gathering of outcome data for grant reporting. Our grants manager coordinates these activities with the help of our Performance Improvement Analyst, who focuses on ARIES reporting.

External quality audits and program monitoring are also performed by DPCHC's grant administrative agents, and an annual satisfaction survey is undertaken to gauge the perception of quality of care and other factors by DPCHC's patient population.

Primary medical care services receive the highest level of review at DPCHC for regulatory as well as quality-of-care purposes. DPCHC providers peer review each other's charts using a randomized chart selection process to determine if appropriate care is being provided according to established standards and guidelines. DPCHC sets a goal of approximately 10% of active patients for the minimum number of these peer chart reviews in a 12-month period. Periodic chart reviews are also performed related to nursing care and the dispensing of medications through the DPCHC Class A pharmacy.

As a matter of business practice, DPCHC responds to patient inquiries, requests, and complaints through both formal and informal means. DPCHC's status as a member of the FQHC network also provides the opportunity for patients to call a central Community Health Centers hotline with any complaints or issues if they are uncomfortable bringing up such issues directly with clinic staff. The CommUnityCare Compliance Unit operates this hotline, and any complaints or issues received through this method automatically enters an external (non-DPCHC) tracking system that monitors how and when the issue is addressed and resolved.

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***Program Work Statement By Service Category***

*Period Start Date* 1/1/2019

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*HIV Service Category* CS-OAMC-OAHS

***HRSA/HAB Ryan White Part A Program Monitoring Standards***

Not Applicable (Overwrite if Applies)

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2019

Period Performance End 12/31/2019

**Outputs****HIV Service Category CS-OAMC-OAHS**

<b>Output Measure Description</b>		<b>Period Goal</b>		
		<b>Initial/Previous</b>	<b>Adjusted</b>	<b>Target</b>
<b>How Data Is Compiled</b>				
OP1	CUC will provide 511 UNITS of service (UOS). One unit of service = one (1) client visit and includes all services and procedures provided as a part of the visit. Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month.	500		500
OP2	CUC will provide 230 CD4 T-Cell units. One unit of service = one (1) C-D4 T-Cell Count test. Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month.	230		230
OP3	CUC will provide 350 Viral Load units. One unit of service = one (1) Viral Load test. Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month.	350		350
OP4	CUC will provide 3,900 UNITS of Pharmacy services (UOS). Data are extracted from the pharmacy system, QS1, and input into ARIES daily. This data is monitored at least once a month.	3900		3900
OP5	CUC will provide services to at least 325 Unduplicated Clients (UDC). Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month.	325		325

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2019

Period Performance End 12/31/2019

**Outcomes****HIV Service Category CS-OAMC-OAHS**

<b>Outcome Measure Description</b>		<b>Period Goal</b>		
<b>What Data Is Collected</b>				
<b>How Data Is Compiled</b>				
<b>When Data Is Evaluated</b>		<b>Numerator</b>	<b>Denominator</b>	<b>Target Percent</b>
OC1	Percentage of patients, regardless of age, with a diagnosis of HIV prescribed antiretroviral therapy for the treatment of HIV infection during the measurement year Outcome target: 90% Numerator: Number of patients from the denominator prescribed HIV antiretroviral therapy during the measurement year. Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year. Exclusions: None. The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria. All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be extracted from the ARIES database using the HAB Measures report, once updated. In the interim data will be pulled from NextGen. Medication prescription data are updated at least twice a year manually.	293	325	90.15
OC2	Percentage of clients with HIV infection and a CD4 T-Cell count below 200 cells/mm <sup>3</sup> will be prescribed PCP prophylaxis during the measurement year. Outcome target: 90% Numerator 1: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 200 cells/mm <sup>3</sup> Numerator 2: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 500 cells/mm <sup>3</sup> or a CD4 percentage below 15% Numerator 3: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis at the time of HIV diagnosis Aggregate numerator: The sum of the three numerators Denominator 1. All patients aged 6 years and older with a diagnosis of HIV/AIDS and a CD4 count below 200 cells/mm <sup>3</sup> , who had at least two visits during the measurement year, with at least 90 days in between each visit Denominator 2. All patients aged 1 through 5 years of age with a diagnosis of HIV/AIDS and a CD4 count below 500 cells/mm <sup>3</sup> or a CD4 percentage below 15%, who had at least two visits during the measurement year, with at least 90 days in between each visit Denominator 3. All patients aged 6 weeks through 12 months with a diagnosis of HIV, who had at least two visits during the measurement year, with at least 90 days in between each visit Total denominator: The sum of the three denominators	90	100	90.00

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2019

Period Performance End 12/31/2019

Denominator 1 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 200 cells/mmP3P during the three months after a CD4 count below 200 cells/mmP3

Denominator 2 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 500 cells/mmP3P or CD4 percentage above 15% during the three months after a CD4 count below 500 cells/mmP3P or CD4 percentage below 15%

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Number of clients meeting clinical guidelines for PCP prophylaxis treatment per USPHS/IDSA guidelines, number of such clients that are prescribed PCP prophylaxis; All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be collected from the ARIES database using the HAB Measures report.

These data are input continually and checked against measures at least quarterly.

OC3	Percentage of clients receiving OAMC services will report overall satisfaction with the quality of medical care services received.	64	80	80.00
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Outcome target: 80%

CommUnityCare conducts a quarterly patient survey which assesses patient satisfaction with clinic operations and their providers. These data are collect at each CommUnityCare Clinic site, including DPCHC and are reported collectively and by location. The numerator and denominator listed are projections and may vary at the close of the contract period.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Client responses to a quarterly satisfaction survey will be used for this measure.

These data are collected on an ongoing basis; however are analyzed quarterly.

OC4	Percentage of patients, regardless of age, with a diagnosis of HIV who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between medical visits	260	325	80.00
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Numerator: Number of patients in the denominator who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the first 6 months of the 24-month measurement period

Patient Exclusions: Patients who died at any time during the 24-month measurement period

Number of patients with an HIV infection who had one or more medical visits during the measurement period. Data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report.

These data are assessed monthly.

OC5	Percentage of patients, regardless of age, with a diagnosis of HIV with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year	260	325	80.00
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Outcome target: 80%

Numerator: Number of patients in the denominator with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year

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## **Program Performance for HIV Service Category**

**Period Performance Start** 1/1/2019

**Period Performance End** 12/31/2019

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Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year

Patient Exclusions: None

Viral load data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report, when updated.

These data are uploaded into ARIES biweekly and assessed at least monthly.

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**Program Budget for HIV - Direct Services**

Program Start Date 1/1/2019

Program End Date 12/31/2019

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	191,368.00	54,139.00	2,341.00	0.00	41,387.00	102,121.00	14,900.00	406,256.00
SS-Referral for Health Care-Supportive Svcs	29,451.00	8,770.00	0.00	0.00	0.00	0.00	171.00	38,392.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>220,819.00</b>	<b>62,909.00</b>	<b>2,341.00</b>	<b>0.00</b>	<b>41,387.00</b>	<b>102,121.00</b>	<b>15,071.00</b>	<b>444,648.00</b>

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**Program Budget for HIV - Administrative Services**

Program Start Date 1/1/2019

Program End Date 12/31/2019

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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**Program Budget for HIV - Combined Services and Narrative**

Program Start Date 1/1/2019

Program End Date 12/31/2019

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	191,368.00	54,139.00	2,341.00	0.00	41,387.00	102,121.00	14,900.00	406,256.00
SS-Referral for Health Care-Supportive Svcs	29,451.00	8,770.00	0.00	0.00	0.00	0.00	171.00	38,392.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>220,819.00</b>	<b>62,909.00</b>	<b>2,341.00</b>	<b>0.00</b>	<b>41,387.00</b>	<b>102,121.00</b>	<b>15,071.00</b>	<b>444,648.00</b>

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## ***Program Budget for HIV - Combined Services and Narrative***

### ***Service Category***

### ***Budget Narrative***

CS-OAMC-OAHS

#### **PERSONNEL COSTS:**

Salaries & Fringe Benefits for Registered Nurse, Physician, Physician, Senior Registered Nurse, Physician, Nurse Manager, Registered Nurse, Senior Registered Nurse, Nurse Practitioner, Physician, Registered Nurse, Registered Nurse, Senior Registered Nurse, Physician, Medical Assistant, Medical Assistant, Lead Pharmacist III, Pharmacist, Pharmacy Technician, Lead Pharmacy Technician, Clinical Pharmacist.

#### **TRAVEL and TRAINING:**

Staff travel and training for continuing education.

#### **CONTRACTUAL:**

Lab Services

#### **OTHER:**

Pharmaceuticals

SS-Referral for Health Care-Supportive Svcs

Partial salary and fringe benefits for various positions {Administrative Supervisor, Medical Admissions Clerk (five positions), Patient Assistance Coordinator, Dietitian Coordinator, Financial Screener (three positions), and Referral Coordinator}

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## EXHIBIT D

### REQUIRED PERFORMANCE and FINANCIAL REPORTS

#### *Summary for FY 2019 Ryan White Part C Grant Agreements & Contracts*

Partial list of required forms and reports, to be submitted no later than the indicated due dates:

Reporting Requirements	Due Dates/ Detail
<b>ARIES Monthly Data Report and ARIES YTD Data Report</b> (for each sub/service category: Actual Units delivered and Unduplicated Clients served for the billed month, and also cumulative Year-to-Date (YTD) totals. For MAI program – breakdown by target group is also required)	Ongoing ARIES data input is required. Two ARIES Data Reports are due monthly, no later than the 15 <sup>th</sup> of each month for the previous month, uploaded to CIODM (Community Information Online Data Management) system
<b>Monthly Performance Report and Monthly Financial Summary spreadsheets</b> , including Program Income and Administrative Expenditures	Due no later than the 15 <sup>th</sup> of each month for the previous month, uploaded as <b>complete MS Excel files</b> into CIODM system
<i>(As applicable for each month where expenditures or performance are not within expected range):</i> <b>Monthly Expenditure and Performance Variance Report</b> by HIV Service Category (submitted in MS Word format)	For each service category that meets criteria (instructions on form), a separate form is due no later than the 15 <sup>th</sup> of each month, <b>uploaded as MS Word formatted file</b> into CIODM system
<b>Contract Detail for Monthly Expenditures Report</b> (general ledger/financial system transactions documentation) - <i>Monthly and cumulative YTD total Expenditures should match those in the Monthly Financial Summary and online CIODM forms</i>	Submit contract actual monthly & YTD expenditures report generated from the Contractor's financial management system. Due no later than the 15 <sup>th</sup> of each month for the previous month, uploaded to CIODM
<b>Quarterly OUTCOME Performance Measures report</b> with cumulative YTD client results for numerators, denominators, and percentage rates achieved	<b>May 14, Aug. 14, &amp; Nov. 14, 2019 and Feb. 14, 2020</b> (final YTD report w/ Close-Out) on forms and following instructions as provided by City
<b>Ryan White Program Services Report (RSR)</b> for calendar year 2018 submitted online into HRSA's EHB system, or as directed	February 2020, or as directed by City, for the period of January 1 – December 31, 2019
<b>Administrative and Fiscal Review (AFR)</b> Annual report with all required attachments submitted in CIODM, or as directed	<u>With Annual Audit/Financial Report</u> (below), or as directed by City
<b>Final Term Period Closeout Report</b> for the period of January 1 – December 31, 2019 inclusive	February 14, 2020
<b>Annual Audit/Financial Report</b> with independent auditor's Management Letter and all related items	No later than 270 calendar days after close of provider agency's fiscal year



Amendment No. 4  
to  
Agreement No. NG170000027  
for  
Social Services  
between  
**CENTRAL TEXAS COMMUNITY HEALTH CENTERS**  
**DBA**  
**COMMUNITYCARE**  
and the  
**CITY OF AUSTIN**

(Ryan White Part C)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is *Ten Thousand Two Hundred Seventy dollars (\$10,270)*. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	\$ 227,915
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	\$ 216,976	\$ 444,891
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Dec. 31, 2018)	\$ 455,830	\$ 900,721
Amendment No. 3: Reduce funds in Agreement and modify Program Exhibits	(\$ 11,182)	\$ 889,539
Amendment No. 4: Add funds to Agreement and modify Program Exhibits	\$ 10,270	\$ 899,809

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance for HIV Service Category** is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [Revised 12/14/2018]

**Exhibit B.1.1 -- Program Budget for HIV Direct Services** is deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [Revised 12/14/2018]

**Exhibit B.1.2 -- Program Budget for HIV Administrative Services** is deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** [Revised 12/14/2018]



**Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative is deleted in its entirety and replaced with Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative [Revised 12/14/2018]**

**Exhibit G -- Federal Award Identification is deleted in its entirety and replaced with Exhibit G -- Federal Award Identification [Revised 11/29/2018]**

**4.0 The following Terms and Conditions have been MODIFIED:**

**4.1.2.1 For the Program Period of 1/1/2018 through 12/31/2018, the payment from the City to the Grantee shall not exceed \$454,918 (Four Hundred Fifty Four Thousand Nine Hundred Eighteen dollars).**

**5.0 MBE/WBE goals were not established for this Agreement.**

**6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.**

**7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.**

**8.0 All other Agreement terms and conditions remain the same.**

**BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.**

**GRANTEE**

Signature: 

**CENTRAL TEXAS COMMUNITY HEALTH  
CENTERS DBA COMMUNITYCARE  
Jaeson Fournier, Chief Executive Officer  
4614 N. IH-35  
Austin, TX 78751**


Date: 12/17/2018

**CITY OF AUSTIN**

Signature: 

**City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767**

Date: 01/02/19

Approved By:   
1.28.19

**Program Performance for HIV Service Category**

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

**Outputs****HIV Service Category CS-OAMC-OAHS**

<b>Output Measure Description</b>		<b>Period Goal</b>		
		<b>Initial/Previous</b>	<b>Adjusted</b>	<b>Target</b>
<b>How Data Is Compiled</b>				
OP1	CUC will provide 511 UNITS of service (UOS) during this contract term period for the approved funding. One unit of service = One unit of service = one (1) client visit and includes all services and procedures provided as a part of the visit. Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month	500	11	511
OP2	CUC will provide 230 CD4 T-Cell test. One unit of service = one (1) C-D4 T-Cell Count test. Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month.	230		230
OP3	CUC will provide 350 Viral Load Tests One unit of service = one (1) Viral Load test.	350		350
OP4	CUC will provide 3900 UNITS of Pharmacy services (UOS) during this term period for the approved funding amount.	3900		3900
OP5	CUC will provide services to 328 Unduplicated Clients (UDC) during this contract term period for the approved funding.	325	3	328

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

**Outcomes****HIV Service Category CS-OAMC-OAHS****Outcome Measure Description****Period Goal****What Data Is Collected****How Data Is Compiled****When Data Is Evaluated**

	Numerator	Denominator	Target Percent
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OC1 Percentage of patients, regardless of age, with a diagnosis of HIV prescribed antiretroviral therapy for the treatment of HIV infection during the measurement year

296

328

90.24

Outcome target: 90%

Numerator: Number of patients from the denominator prescribed HIV antiretroviral therapy P1P during the measurement year.

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year.

Exclusions: None.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be extracted from the ARIES database using the HAB Measures report, once updated. In the interim data will be pulled from NextGen.

Medication prescription data are updated at least twice a year manually.

OC2 Percentage of clients with HIV infection and a CD4 T-Cell count below 200 cells/mm will be prescribed PCP prophylaxis during the measurement year.

90

100

90.00

Outcome target: 90%

Numerator 1: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 200 cells/mmP3

Numerator 2: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 500 cells/mmP3P or a CD4 percentage below 15%

Numerator 3: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis at the time of HIV diagnosis

Aggregate numerator: The sum of the three numerators

Denominator 1. All patients aged 6 years and older with a diagnosis of HIV/AIDS and a CD4 count below 200 cells/mmP3P, who had at least two visits during the measurement year, with at least 90 days in between each visit

Denominator 2. All patients aged 1 through 5 years of age with a diagnosis of HIV/AIDS and a CD4 count below 500 cells/mmP3P or a CD4 percentage below 15%, who had at least two visits during the measurement year, with at least 90 days in between each visit

Denominator 3. All patients aged 6 weeks through 12 months with a diagnosis of HIV, who had at least two visits during the measurement year, with at least 90 days in between each visit

Total denominator: The sum of the three denominators

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

Denominator 1 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 200 cells/mmP3P during the three months after a CD4 count below 200 cells/mmP3

Denominator 2 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 500 cells/mmP3P or CD4 percentage above 15% during the three months after a CD4 count below 500 cells/mmP3P or CD4 percentage below 15%

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Number of clients meeting clinical guidelines for PCP prophylaxis treatment per USPHS/IDSA guidelines, number of such clients that are prescribed PCP prophylaxis; All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be collected from the ARIES database using the HAB Measures report.

These data are input continually and checked against measures at least quarterly.

OC3	Percentage of clients receiving OAMC services will report overall satisfaction with the quality of medical care services received.	64	80	80.00
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Outcome target: 80%

CommUnityCare conducts a quarterly patient survey which assesses patient satisfaction with clinic operations and their providers. These data are collect at each CommUnityCare Clinic site, including DPCHC and are reported collectively and by location. The numerator and denominator listed are projections and may vary at the close of the contract period.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Client responses to a quarterly satisfaction survey will be used for this measure.

These data are collected quarterly.

OC4	Percentage of patients, regardless of age, with a diagnosis of HIV who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between medical visits	263	328	80.18
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Numerator: Number of patients in the denominator who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the first 6 months of the 24-month measurement period

Patient Exclusions: Patients who died at any time during the 24-month measurement period

Number of patients with an HIV infection who had one or more medical visits during the measurement period. Data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report.

These data are assessed monthly.

OC5	Percentage of patients, regardless of age, with a diagnosis of HIV with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year	263	328	80.18
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Outcome target: 80%

Numerator: Number of patients in the denominator with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year

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## Program Performance for HIV Service Category

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

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Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year

Patient Exclusions: None

Viral load data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report, when updated.

These data are uploaded into ARIES biweekly and assessed at least monthly.

**Program Budget for HIV - Direct Services**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	187,568.26	60,040.60	2,341.00	0.00	58,083.00	105,621.00	2,872.14	416,526.00
SS-Referral for Health Care-Supportive Svcs	29,451.00	8,770.00	0.00	0.00	0.00	0.00	171.00	38,392.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>217,019.26</b>	<b>68,810.60</b>	<b>2,341.00</b>	<b>0.00</b>	<b>58,083.00</b>	<b>105,621.00</b>	<b>3,043.14</b>	<b>454,918.00</b>

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**Program Budget for HIV - Administrative Services**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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**Program Budget for HIV - Combined Services and Narrative**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	187,568.26	60,040.60	2,341.00	0.00	58,083.00	105,621.00	2,872.14	416,526.00
SS-Referral for Health Care-Supportive Svcs	29,451.00	8,770.00	0.00	0.00	0.00	0.00	171.00	38,392.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Subtotal</i>	217,019.26	68,810.60	2,341.00	0.00	58,083.00	105,621.00	3,043.14	454,918.00

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## ***Program Budget for HIV - Combined Services and Narrative***

<b><i>Service Category</i></b>	<b><i>Budget Narrative</i></b>
CS-OAMC-OAHS	<p><b>PERSONNEL COSTS:</b> Salaries &amp; Fringe Benefits for Registered Nurse, Physician, Physician, Senior Registered Nurse, Physician, Nurse Manager, Registered Nurse, Senior Registered Nurse, Nurse Practitioner, Physician, Registered Nurse, Registered Nurse, Senior Registered Nurse, Physician, Medical Assistant, Medical Assistant, Lead Pharmacist III, Pharmacist, Pharmacy Technician, Lead Pharmacy Technician, Clinical Pharmacist.</p> <p><b>TRAVEL and TRAINING:</b> Staff travel and training</p> <p><b>CONTRACTUAL:</b> Lab Services</p> <p><b>OTHER:</b> Pharmaceuticals</p>
SS-Referral for Health Care-Supportive Svcs	<p>Partial salary and fringe benefits for various positions (Administrative Supervisor, Medical Admissions Clerk (five positions), Patient Assistance Coordinator, Dietician Coordinator, Financial Screener (three positions), and Referral Coordinator)</p>

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Amendment No. 3  
to  
Agreement No. NG170000027  
for  
Social Services  
between  
**CENTRAL TEXAS COMMUNITY HEALTH CENTERS**  
**DBA**  
**COMMUNITYCARE**  
and the  
**CITY OF AUSTIN**

(Ryan White Part C)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***minus Eleven Thousand One Hundred Eighty Two dollars (-\$11,182)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	\$ 227,915
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	\$ 216,976	\$ 444,891
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Dec. 31, 2018)	\$ 455,830	\$ 900,721
Amendment No. 3: Reduce funds in Agreement and modify Program Exhibits	(\$ 11,182)	\$ 889,539

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1.2 -- Program Work Statement By Service Category** is deleted in its entirety and replaced with a new **A.1.2 -- Program Work Statement By Service Category** [Revised 9/10/2018]

**Exhibit A.2 -- Program Performance for HIV Service Category** is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [Revised 8/23/2018]

**Exhibit B.1.1 -- Program Budget for HIV Direct Services** deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [Revised 9/10/2018]



**Exhibit B.1.2 – Program Budget for HIV Administrative Services** deleted in its entirety and replaced with **Exhibit B.1.2 – Program Budget for HIV Administrative Services** [Revised 9/10/2018]

**Exhibit B.1.3 – Program Budget for HIV Combined Services and Narrative** deleted in its entirety and replaced with **Exhibit B.1.3 – Program Budget for HIV Combined Services and Narrative** [Revised 9/10/2018]

**Exhibit G – Federal Award Identification** is deleted in its entirety and replaced with **Exhibit G – Federal Award Identification** [Revised 10/11/2018]

**4.0 The following Terms and Conditions have been MODIFIED:**

4.1.2.1 For the Program Period of 1/1/2018 through 12/31/2018, the payment from the City to the Grantee shall not exceed \$444,648 (Four Hundred Forty Four Thousand Six Hundred Forty Eight dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: 

CENTRAL TEXAS COMMUNITY HEALTH  
CENTERS DBA COMMUNITYCARE  
Jaeson Fournier, Chief Executive Officer  
4614 N. IH-35  
Austin, TX 78751

Date: 10/16/2018

**CITY OF AUSTIN**

Signature: 

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 11-9-18

## Program Work Statement By Service Category

Period Start Date 1/1/2018

Period End Date 12/31/2018

HIV Service Category CS-OAMC-OAHS

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### Client Eligibility

Individuals must be HIV-positive to be eligible for services at DPCHC.

An initial intake assessment is performed with each prospective new patient by a DPCHC medical social worker. Individuals are informed at the beginning of this conversation that they must furnish proof of HIV status before they can receive care at DPCHC. In rare cases where an individual has been previously diagnosed as HIV positive but is unable to furnish such documentation, DPCHC will perform confirmatory testing through its laboratory services.

Individuals are also asked in this initial conversation regarding any third-party payor or other funding source that they have available. Veterans are educated about health care services they may be eligible to receive through the VA, but if they indicate they wish to receive medical care at DPCHC, they are placed in the appropriate sliding fee scale classification. Per HRSA guidelines, DPCHC continues to attempt to establish contact with the local VA in order to begin planning formal collaboration.

After Intake, new and return-to-care patients must complete a comprehensive financial screening process with a specially trained financial screener to determine what health resources are available to them (i.e., Medicaid, Medicare, MAP, ADAP, etc.) and to be assigned to a financial class per our sliding fee program. In addition to accessing Medicaid to determine Medicaid eligibility, DPCHC staff use an additional software program, CareVault. This program searches a database for client enrollment in a number of highly utilized medical insurance companies, such as United Health, Blue Cross/Blue Shield, etc.

The financial screening process utilizes Central Health Medical Assistance Program (MAP) classifications as well as sliding scale classifications for those over scale for MAP. Patient financial responsibility for services is determined by the classification. Financial eligibility must be completed before the new patient is given an appointment for his/her initial provider visit, except in those cases where medical triage has indicated a need for immediate medical intervention.

No individual is ever denied service based on declared inability to pay. However, every effort is made to determine if a patient has any third-party payor resources available, and to collect co-pays and/or the patient responsibility portion for sliding fee scale patients.

### Target Populations

DPCHC's targeted population includes any adult living with HIV disease within the Austin metropolitan area that needs HIV and/or primary medical care. The "metropolitan area" includes the ten counties in the State-defined Austin Health Services Delivery Area (HSDA) for which DPCHC receives Ryan White Part B funding, although the target population for Part C funding is generally limited to PLWHA in the ten-county Project Area. DPCHC provides care to any qualifying individual upon confirmation of his or her HIV-positive status.

Specially targeted populations include PLWHA who are unfunded or underinsured. As a "safety net" health care provider and a grant recipient meant to serve such individuals, DPCHC considers those groups as its base population. Other targeted populations include, but are not limited to, racial/ethnic minorities, women, men who have sex with men (MSM), homeless individuals, injection drug users, recently incarcerated individuals, and individuals who have been out of care and wish to return to care. In house Behavioral Health services assist the clinic in offering support and counseling services to patients who have a history of being non-adherent in their treatment plan and/or who have a history of not remaining in care. DPCHC also serves men and women engaged in the commercial sex industry.

DPCHC depends primarily on the established network of social services and testing/counseling/outreach agencies to deliver information about DPCHC services to PLWHA in need of medical care. DPCHC participates in local and regional health fairs and special HIV/AIDS recognition days, usually partnering with other AIDS Service Organizations (ASOs). The clinic engages in liaison activity with hospitals in Travis County, and DPCHC providers offer consults on HIV patients undergoing inpatient care. Providers also serve as informal consultants for community physicians who have newly diagnosed patients with HIV/AIDS.

Because of DPCHC's objective to deliver medical services to all eligible individuals, the clinic strives to create an atmosphere

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## Program Work Statement By Service Category

Period Start Date 1/1/2018

Period End Date 12/31/2018

HIV Service Category CS-OAMC-OAHS

of cultural sensitivity and offer a safe, comfortable, and respectful resource for all patients, thus increasing the likelihood that patients will remain adherent and in care. Discussions and specific in-service trainings regarding targeted populations and their needs take place on a regular basis in staff meetings at all levels.

### Service Category Activities

#### Service activities linked to Budget Justification

The activities covered under this category of work are the basic functions of medical care for PLWHA:

- Provision of outpatient medical care for HIV Disease, including laboratory services and medical referrals, as necessary
- Provision of on-site pharmacy and drug assistance services through an integrated health services delivery model to eligible patients in order to facilitate access to antiretroviral therapy, opportunistic infection prevention and treatment, and other needed medications.
- Referral to internal and external behavioral health services, as appropriate, for mental health, substance abuse, and chemical dependency issues
- Referral to appropriate social services for non-medical assistance with the goal of retaining the patient in medical care

These activities are accomplished through the creation of a collaborative patient/provider medical treatment plan based on disease and health status, treatment guidelines, standards of care, and cultural and lifestyle considerations. The majority of patients are seen every three to four months on an outpatient basis with additional office visits for acute conditions or necessary follow-up based on the patient's individualized treatment plan.

Collaborative agreements with community partners and long-standing provider-patient relationships contribute to the quality of medical care that is provided through CUC. As a large multisite Federally Qualified Health Center (FQHC), the majority of the HIV care provided within CUC is centered at our David Powell Community Health Center (DPCHC). The DPCHC medical provider staff includes two Family Practice physicians, one Internal Medicine physician, three Infectious Disease physicians, and one Family Practice Nurse Practitioner. Currently, two DPCHC providers are certified as HIV Specialists by the American Academy of HIV Medicine (AAHIVM). Additionally, our Pharmacist-in-Charge is in the process of completing her certification. Several DPCHC physicians have specialized expertise in areas of particular concern to treating PLWHA, such as Psychiatry and the treatment of Sexually Transmitted Infections (STI) and Hepatitis C.

Identification of and treatment for common medical co-morbidities is an integral part of the DPCHC medical practice. DPCHC has a highly coordinated TB and STI referral program through our relationship with the City of Austin's Communicable Disease Unit (CDU). STIs are extremely common among certain HIV subpopulations, with Syphilis, Chlamydia, and Gonorrhea the most common. STI testing is performed according to guidelines and as indicated.

Hepatitis A, B, and especially C are also common co-morbidities with HIV. We not only provide in-house treatment for Hepatitis C, but our patients also have access to the Hepatitis C clinic at CUC's North Central Community Health Center.

In DPCHC's efforts to maintain recently incarcerated individuals in HIV care, the clinic has several resources. Prisoners released from the Federal prison system to the Austin area are provided information about DPCHC. Staff facilitates obtaining copies of the prison medical record upon patient intake at DPCHC. DPCHC also provides care to HIV-positive prisoners in Williamson, Hays, and Burnet Counties. These prisoner visits are scheduled in advance and include a guard escort. All of these prison relationships have been developed to ensure the availability and continuity of care to HIV-positive prisoners and formerly incarcerated individuals.

To ensure provision of comprehensive care for all patients, DPCHC offers a fully integrated women's health program within the clinic. Female patients may schedule a women's health visit any weekday with a provider experienced in medical care for women living with HIV. DPCHC follows basic standards of care for women's health as outlined in the Austin TGA Standards of Care as well as HRSA treatment guidelines for women infected with HIV. DPCHC provides directly and through referrals HIV-specific early gynecological assessment and treatment services including pelvic examinations, pap smears, colposcopy, cryosurgery, cervical biopsy, screening, and treatment for gynecological infections, family planning, and prenatal HIV care. Pregnant women are referred to a CUC's OB specialist for prenatal care with DPCHC providers supervising antiretroviral therapy during the term of the pregnancy. In order to provide a care system in which women living with HIV can be comfortable and engaged, female patients have the option of receiving care from female clinical staff. Female patients who

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## Program Work Statement By Service Category

Period Start Date 1/1/2018

Period End Date 12/31/2018

**HIV Service Category CS-OAMC-OAHS**

are identified as having gynecological disease requiring specialized treatment are referred to local gynecologists with expertise in HIV-related gynecological diseases.

DPCHC offers minor outpatient surgical procedures as part of its core medical services. An appropriately outfitted procedure room provides a setting in which conditions common to PLWHA, such as skin abnormalities requiring biopsies, excision of warts and skin lesions, and drainage of abscess, can be performed on site as part of a routine medical visit, removing the need for external referral for these types of simple procedures.

Medical conditions that require the consultation of specialists are addressed through appropriate referral. As part of the Travis County Healthcare District's (Central Health) CommUnityCare network of Federally Qualified Health Centers, most DPCHC patients can access specialty care through the Dell Seton University Medical Center at the University of Texas (DSUMC) at no cost to DPCHC due to Seton's contractual relationship with the Travis County Healthcare District. Services not available through the Seton system are arranged insofar as possible through low-cost arrangements with private providers. CUC provides inhouse specialty care, including, Gastroenterology, Dermatology, Endocrinology, Neurology, Pulmonology, and Cardiology services at our North Central and Southeast Health and Wellness Health Centers. The urgency of the issue and the presence or absence of a third-party payor directly affect to whom and how such referrals are made. Referrals are tracked through the NextGen Electronic Medical Record (EMR) system.

**OAHS – Pharmaceuticals:** DPCHC's goal for OAHS-Pharmaceuticals is to provide on-site pharmacy and drug assistance services through its integrated health services delivery model to eligible patients in order to facilitate access to antiretroviral therapy, opportunistic infection prevention and treatment, and other needed medications. The goal also includes providing assistance in accessing and dispensing drugs obtained through peripheral support services such as the Texas HIV Medication Program (AIDS Drug Assistance Program or "ADAP") and pharmaceutical firms' Patient Assistance Programs (PAPs) to reduce dependence on Ryan White funding to the greatest extent possible. As with all services, the overriding objective of providing these services is to efficiently and cost-effectively assist PLWHA in accessing and maintaining engagement in HIV care and primary medical care.

DPCHC offers OAHS pharmaceutical services through its on-site Class-A pharmacy staffed with licensed pharmacists and pharmacy technicians. The pharmacy dispenses medications obtained through internal direct purchases (using the 340b discount program made possible by our FQHC status) and through drug assistance programs (ADAP and PAPs). All new patients who may be eligible for ADAP are guided through the application processes as a part of financial screening. Additionally, on-site support services provided through Social Workers and two PAP coordinators help unfunded patients identify alternative resources for drugs prescribed by the provider, including assistance in enrolling in Medicare Part D, for those who qualify. In addition, during the patients' care at the clinic, the medical providers can refer patients to one of two PAP coordinators to enroll them in prescription assistance programs, as needed. By maintaining robust ADAP, Medicare Part D, and PAP enrollments, encouraging the patient to fill their most expensive medications through Medicaid coverage when possible; DPCHC makes every attempt to ensure that Ryan White funds remain the payor of last resort for pharmaceuticals.

Pharmacy staff provides drug counseling as required, and per patient request, to help ensure patient safety and adherence (i.e., minimizing side effects by offering information about when and how medication should be taken, checking for allergies and drug interactions, etc.). The pharmacy team works closely with the clinic staff (medical providers, nursing, social workers, and nutritionist) to ensure a comprehensive approach to treatment. The availability of a full Class-A pharmacy on site helps to facilitate medication adherence among patients who use its services by providing the opportunity for seamless monitoring of refills and enhanced opportunities for medication education. Targeted treatment adherence services are provided through Social Work services and nursing staff.

This integrated model provides immediate care plan revision and assistance while a patient is still in the clinic when any member of the care team identifies barriers to successful treatment. Pharmacy and nursing staff coordinate with third party coverage and PAP where available, using grant dollars only as a last resort. With DPCHC's on-site pharmacy, many patients can receive their medication at the completion of their provider appointment. On-site pharmacists are also readily available for consultation with providers regarding drug reactions and potential interactions.

The on-site pharmacy is also a link to new medication treatment options for DPCHC patients. One DPCHC physician is licensed to prescribe Buprenorphine in order to offer office-based treatment of Opioid dependence. In addition, DPCHC has in

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## **Program Work Statement By Service Category**

**Period Start Date** 1/1/2018

**Period End Date** 12/31/2018

### **HIV Service Category CS-OAMC-OAHS**

the past, and continues now, to participate in expanded (early) access programs for new antiretroviral therapy (ART) medications. However, the DPCHC pharmacy does not supply medications to patients with third party medication coverage (ADAP medications for clients with Part D coverage being the largest exception).

DPCHC provides other support services that contribute to successful provision of HIV and primary medical care, including nutritional counseling, Social Work (including treatment adherence), and integrated behavioral health (psychiatric and mental health counseling) services. The overall purpose of these ancillary services is to engage PLWHA in a successful medical treatment plan and to increase medical plan adherence. External referrals for behavioral health issues, such as referral into a formal substance abuse program, are made as necessary. DPCHC has a formal collaborative agreement with Austin/Travis County Integral Care - C.A.R.E. program to expedite enrollment into formal substance abuse treatment programs when these issues risk compromising the success of medical treatment. While DPCHC does not offer non-Medical Case Management, close linkages and collaborative agreements are in place with other HIV service providers that do offer such services to facilitate two-way referral and information sharing as needed, with the patient's consent.

In order to assure services to patients needing care outside of normal clinic hours of 8:00 a.m. to 5:00 p.m., DPCHC offers evening clinics Tuesday and Wednesday until 8:00 p.m. Calls coming into the DPCHC triage line after hours are routed to an after-hours triage nurse. This staff assesses for urgent care and refers to local emergency room care as appropriate. Additionally, patients may access one of CommUnityCare's walk-in clinics, Hancock, from 8:00 a.m. to 8:00 p.m. daily, including weekends and Holidays, or William Cannon Monday through Saturday from 7:15a.m. to 8:00p.m. Providers there may access CommUnityCare's electronic health record as needed to provide urgent care to DPCHC patients.

#### **Frequency of these service activities**

Services will be provided to patients, as needed, and at least twice annually.

#### **Location(s) of these service activities**

The majority of services will be provided at the David Powell Health Center. Medical Care Services for eligible patients will be provided at our Blackstock and South Austin Clinics, as appropriate.

#### **Staffing**

Primary medical care is provided at DPCHC using an integrated health services delivery model including medical providers, nurses, medical assistants, social work staff, dietitians, pharmacists, and phlebotomists.

All CUC medical providers practice under the general supervision of CUC's Chief Medical Officer. Onsite at DPCHC, medical providers operate under the day-to-day direction of a Lead Provider. The Practice Leader provides administrative direction for clinic operations and manages the entirety of all facets of the practice in close collaboration and cooperation with the Lead Provider, FQHC Chief Medical Officer, and CommUnityCare's Chief Operating Officer. The Nursing team, who are all Registered Nurses, operate under the direct supervision of the Nurse Manager. The Lead Provider and Nurse Manager effectively direct all day-to-day aspects of the provision of clinical medical care at DPCHC, as well as determine policy and practice direction within the boundaries set by executive management of the FQHC network and FQHC Board.

Administrative liaison with Austin Public Health's HIV Resources Administration unit rests with CommUnityCare's DPCHC Grant Manager. When required, other members of the management team participate directly in discussions and meetings with grant administrative agents related to program design and monitoring, contract compliance, and quality management.

Subcontractors are used in this service category for the provision of necessary laboratory testing. These contracts are awarded through a competitive bid process and result in economical charges for basic chemistry profiles, CD-4 T-Cell testing, Viral Load testing, resistance testing, and other needed laboratory services. One of DPCHC's two phlebotomists is provided to the clinic at no charge as a contract condition with one of two laboratory vendors selected through the competitive bid process.

#### **Quality Management**

##### **Performance Evaluation**

Success towards DPCHC's goals is measured through performance outcome data. Examples of outcome measures that

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## Program Work Statement By Service Category

Period Start Date 1/1/2018

Period End Date 12/31/2018

HIV Service Category CS-OAMC-OAHS

indicate quality of care include:

- Percent of patients staged with CDC-defined AIDS that are prescribed antiretroviral therapy
- Percent of patients with a CD-4 T-Cell Count under 200/mm3 that are prescribed prophylaxis treatment for PCP
- Percent of patients with a Viral Load below limits of quantification at last test during the measurement year
- Percent of patients who indicate in a client survey that they are satisfied with the overall quality of services they receive at DPCHC

Targets are set for each quality outcome. If targets are not met, discussion ensues among the provider staff, clinic management team, and clinic staff at large as appropriate regarding possible causes and whether changes are needed in the DPCHC practice to improve outcomes. Specific indicators required by the administrative agent are identified and explained in Performance Measures documents.

### Quality Management

The FQHC Chief Medical Officer has responsibility for oversight of care provided at DPCHC and addresses any quality management challenges discovered by audits and reviews. The Chief Medical Officer's functions include:

- Ensuring implementation of the Performance Improvement Program's monitoring and evaluation activities
- Ensuring that the Performance Improvement Program is evaluated annually
- Delegating the ongoing daily responsibilities to the Director of Performance Improvement.
- Reporting to the Chair of the FQHC Board on the quality of services provided by the FQHC network
- Ensuring that health professionals make decisions regarding quality of care issues
- Facilitating the identification of problems and opportunities for performance improvement to practitioners
- Maintaining facility action plans to meet standards set by the Performance Improvement Program and peer review process; and
- Approving agendas and materials for the Performance Improvement Committee.

As part of the FQHC network, DPCHC is required to perform regular audits and quality control reviews as established in the organization's Performance Improvement/Risk Management Plan. This plan addresses quality management and improvement across all services provided within the FQHC network, including medical care, behavioral health and social work, pharmacy, and safety and risk management. Results of Performance Improvement activities are presented through a chain of command and responsibility, including to the FQHC Board of Directors. Any adverse finding results in the creation of a planned process for improvement.

As a specialty clinic, DPCHC engages in additional Quality Improvement activities to meet Ryan White/HRSA guidelines and to assist in the gathering of outcome data for grant reporting. Our grants manager coordinates these activities with the help of our Performance Improvement Analyst, who focuses on ARIES reporting.

External quality audits and program monitoring are also performed by DPCHC's grant administrative agents, and an annual satisfaction survey is undertaken to gauge the perception of quality of care and other factors by DPCHC's patient population.

Primary medical care services receive the highest level of review at DPCHC for regulatory as well as quality-of-care purposes. DPCHC providers peer review each other's charts using a randomized chart selection process to determine if appropriate care is being provided according to established standards and guidelines. DPCHC sets a goal of approximately 10% of active patients for the minimum number of these peer chart reviews in a 12-month period. Periodic chart reviews are also performed related to nursing care and the dispensing of medications through the DPCHC Class A pharmacy.

As a matter of business practice, DPCHC responds to patient inquiries, requests, and complaints through both formal and informal means. DPCHC's status as a member of the FQHC network also provides the opportunity for patients to call a central Community Health Centers hotline with any complaints or issues if they are uncomfortable bringing up such issues directly with clinic staff. The CommUnityCare Compliance Unit operates this hotline, and any complaints or issues received through this method automatically enters an external (non-DPCHC) tracking system that monitors how and when the issue is addressed and resolved.

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***Program Work Statement By Service Category***

*Period Start Date* 1/1/2018

*Period End Date* 12/31/2018

*HIV Service Category* CS-OAMC-OAHS

***HRSA/HAB Ryan White Part A Program Monitoring Standards***

Not Applicable (Overwrite if Applies)

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

**Outputs****HIV Service Category CS-OAMC-OAHS**

<b>Output Measure Description</b>		<b>Period Goal</b>		
		<b>Initial/Previous</b>	<b>Adjusted</b>	<b>Target</b>
<b>How Data Is Compiled</b>				
OP1	CUC will provide 450 UNITS of service (UOS) during this contract term period for the approved funding. One unit of service = One unit of service = one (1) client visit and includes all services and procedures provided as a part of the visit. Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month	609	-159	<b>450</b>
OP2	CUC will provide 230 CD4 T-Cell test. One unit of service = one (1) C-D4 T-Cell Count test. Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month.	348	-118	<b>230</b>
OP3	CUC will provide 350 Viral Load Tests One unit of service = one (1) Viral Load test.	348	2	<b>350</b>
OP4	CUC will provide 3200 UNITS of Pharmacy services (UOS) during this term period for the approved funding amount.	3124	76	<b>3200</b>
OP5	CUC will provide services to at least 245 Unduplicated Clients (UDC) during this contract term period for the approved funding.	175	75	<b>250</b>

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

**Outcomes****HIV Service Category CS-OAMC-OAHS****Outcome Measure Description****Period Goal****What Data Is Collected****How Data Is Compiled****When Data Is Evaluated**

	Numerator	Denominator	Target Percent
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- OC1 Percentage of patients, regardless of age, with a diagnosis of HIV prescribed antiretroviral therapy for the treatment of HIV infection during the measurement year  
Outcome target: 90%

221

245

90.20

Numerator: Number of patients from the denominator prescribed HIV antiretroviral therapy P1P during the measurement year.

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year.

Exclusions: None.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be extracted from the ARIES database using the HAB Measures report, once updated. In the interim data will be pulled from NextGen.

Medication prescription data are updated at least twice a year manually.

- OC2 Percentage of clients with HIV infection and a CD4 T-Cell count below 200 cells/mm will be prescribed PCP prophylaxis during the measurement year.  
Outcome target: 90%

90

100

90.00

Numerator 1: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 200 cells/mmP3

Numerator 2: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 500 cells/mmP3P or a CD4 percentage below 15%

Numerator 3: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis at the time of HIV diagnosis

Aggregate numerator: The sum of the three numerators

Denominator 1. All patients aged 6 years and older with a diagnosis of HIV/AIDS and a CD4 count below 200 cells/mmP3P, who had at least two visits during the measurement year, with at least 90 days in between each visit

Denominator 2. All patients aged 1 through 5 years of age with a diagnosis of HIV/AIDS and a CD4 count below 500 cells/mmP3P or a CD4 percentage below 15%, who had at least two visits during the measurement year, with at least 90 days in between each visit

Denominator 3. All patients aged 6 weeks through 12 months with a diagnosis of HIV, who had at least two visits during the measurement year, with at least 90 days in between each visit

Total denominator: The sum of the three denominators

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

Denominator 1 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 200 cells/mmP3P during the three months after a CD4 count below 200 cells/mmP3

Denominator 2 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 500 cells/mmP3P or CD4 percentage above 15% during the three months after a CD4 count below 500 cells/mmP3P or CD4 percentage below 15%

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Number of clients meeting clinical guidelines for PCP prophylaxis treatment per USPHS/IDSA guidelines, number of such clients that are prescribed PCP prophylaxis; All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be collected from the ARIES database using the HAB Measures report.

These data are input continually and checked against measures at least quarterly.

OC3	Percentage of clients receiving OAMC services will report overall satisfaction with the quality of medical care services received.	120	150	80.00
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Outcome target: 80%

CommUnityCare conducts a quarterly patient survey which assesses patient satisfaction with clinic operations and their providers. These data are collect at each CommUnityCare Clinic site, including DPCHC and are reported collectively and by location. The numerator and denominator listed are projections and may vary at the close of the contract period.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Client responses to a quarterly satisfaction survey will be used for this measure.

These data are collected quarterly.

OC4	Percentage of patients, regardless of age, with a diagnosis of HIV who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between medical visits	196	245	80.00
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Numerator: Number of patients in the denominator who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the first 6 months of the 24-month measurement period

Patient Exclusions: Patients who died at any time during the 24-month measurement period

Number of patients with an HIV infection who had one or more medical visits during the measurement period. Data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report.

These data are assessed monthly.

OC5	Percentage of patients, regardless of age, with a diagnosis of HIV with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year	196	245	80.00
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Outcome target: 80%

Numerator: Number of patients in the denominator with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year

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## **Program Performance for HIV Service Category**

**Period Performance Start** 1/1/2018

**Period Performance End** 12/31/2018

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Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year

Patient Exclusions: None

Viral load data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report, when updated.

These data are uploaded into ARIES biweekly and assessed at least monthly.

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**Program Budget for HIV - Direct Services**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<b>Service Category</b>	<b>Personnel</b>	<b>Fringe</b>	<b>Travel</b>	<b>Equipment</b>	<b>Supplies</b>	<b>Contractuals</b>	<b>Other</b>	<b>Subtotal</b>
CS-OAMC-OAHS	187,568.26	60,040.60	2,341.00	0.00	47,813.00	105,621.00	2,872.14	406,256.00
SS-Referral for Health Care-Supportive Svcs	29,082.24	9,309.76	0.00	0.00	0.00	0.00	0.00	38,392.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>216,650.50</b>	<b>69,350.36</b>	<b>2,341.00</b>	<b>0.00</b>	<b>47,813.00</b>	<b>105,621.00</b>	<b>2,872.14</b>	<b>444,648.00</b>

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**Program Budget for HIV - Administrative Services**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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**Program Budget for HIV - Combined Services and Narrative**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<b>Service Category</b>	<b>Personnel</b>	<b>Fringe</b>	<b>Travel</b>	<b>Equipment</b>	<b>Supplies</b>	<b>Contractuals</b>	<b>Other</b>	<b>Subtotal</b>
CS-OAMC-OAHS	187,568.26	60,040.60	2,341.00	0.00	47,813.00	105,621.00	2,872.14	406,256.00
SS-Referral for Health Care-Supportive Svcs	29,082.24	9,309.76	0.00	0.00	0.00	0.00	0.00	38,392.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>216,650.50</b>	<b>69,350.36</b>	<b>2,341.00</b>	<b>0.00</b>	<b>47,813.00</b>	<b>105,621.00</b>	<b>2,872.14</b>	<b>444,648.00</b>

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## ***Program Budget for HIV - Combined Services and Narrative***

<b><i>Service Category</i></b>	<b><i>Budget Narrative</i></b>
CS-OAMC-OAHS	<p><b>PERSONNEL COSTS:</b> Salaries &amp; Fringe Benefits for Registered Nurse, Physician, Physician, Senior Registered Nurse, Physician, Nurse Manager, Registered Nurse, Senior Registered Nurse, Nurse Practitioner, Physician, Registered Nurse, Registered Nurse, Senior Registered Nurse, Physician, Medical Assistant, Medical Assistant, Lead Pharmacist III, Pharmacist, Pharmacy Technician, Lead Pharmacy Technician, Clinical Pharmacist.</p> <p><b>TRAVEL and TRAINING:</b> Staff travel and training</p> <p><b>CONTRACTUAL:</b> Lab Services</p> <p><b>OTHER:</b> Pharmaceuticals</p>
SS-Referral for Health Care-Supportive Svcs	<p>Partial salary and fringe benefits for various positions (Administrative Supervisor, Medical Admissions Clerk (five positions), Patient Assistance Coordinator, Dietician Coordinator, Financial Screener (three positions), and Referral Coordinator)</p>

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# FEDERAL AWARD IDENTIFICATION

1. Subrecipient Name: Central Texas Community Health Centers
2. Subrecipient's DUNS Number: 07-967-4019
3. Federal Award Identification Number: 6 H76HA00127-27-03
4. Federal Award Date (*date the Federal Award is signed by Federal awarding agency official*): 7/19/2018
5. Subaward Period of Performance Start and End Date:  
*Start Date* 1/1/2018  
*End Date* 12/31/2018
6. Amount of Federal Funds Obligated to (or Contracted for) by this action by the pass-through entity to the Subrecipient: \$-11,182.00
7. Total Amount of Federal Funds Obligated (or Contracted for) to the Subrecipient by the pass-through entity, including the current obligation: \$889,539.00
8. Total Amount of Federal Award awarded to the pass-through entity: \$845,499
9. Federal Award Project Description (*please provide a brief, but concise, description of the purpose and intended outcomes of the subaward*):  
This grant program provides core medical and support services for eligible clients living with HIV in the grant service area.
10. Name of Federal Awarding Agency, Pass Through Entity, and contact information for Awarding Official:  
*Federal Awarding Agency:* U.S. Dept. of Health and Human Services, Health Resources and Services Administration  
*Pass Through Entity:* Austin Public Health, City of Austin  
*Awarding Official Contact Information:* Stephanie Hayden Department Director  
(512) 972-5010, [stephanie.hayden@austintexas.gov](mailto:stephanie.hayden@austintexas.gov)
11. CFDA Number and Name: Ryan White Part C HIV Early Intervention Services Program  
CDFA #93.918
12. Is award for Research & Development? No
13. Indirect Cost Rate for the Federal Award: Not Applicable



Amendment No. 2  
to  
Agreement No. NG170000027  
for  
Social Services  
between  
**CENTRAL TEXAS COMMUNITY HEALTH CENTERS**  
**DBA**  
**COMMUNITYCARE**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Four Hundred Fifty Five Thousand Eight Hundred Thirty dollars (\$455,830)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	\$ 227,915
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	\$ 216,976	\$ 444,891
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Dec. 31, 2018)	\$ 455,830	\$ 900,721

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1.1 -- Program Work Statement for HIV Contract** is deleted in its entirety and replaced with a new **Exhibit A.1.1 -- Program Work Statement for HIV Contract** [Revised 12/20/2017]

**Exhibit A.1.2 -- Program Work Statement By Service Category** is deleted in its entirety and replaced with a new **A.1.2 -- Program Work Statement By Service Category** [Revised 12/19/2017]

**Exhibit A.2 -- Program Performance for HIV Service Category** is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [Revised 1/18/2018]

**Exhibit B.1.1 -- Program Budget for HIV Direct Services** deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [Revised 12/20/2017]

**Exhibit B.1.2 -- Program Budget for HIV Administrative Services** deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** [Revised 12/20/2017]

Exhibit B.1.3 – Program Budget for HIV Combined Services and Narrative deleted in its entirety and replaced with Exhibit B.1.3 – Program Budget for HIV Combined Services and Narrative [Revised 12/20/2017].

Exhibit D – RW Part C Required Reports is deleted in its entirety and replaced with a new Exhibit D – RW Part C Required Reports. [Revised 12/19/2017]

**4.0 The following Terms and Conditions have been MODIFIED:**

**Section 4.1 Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 24 month term shall not exceed the amount approved by City Council, which is \$900,721 (*Nine Hundred Thousand Seven Hundred Twenty One dollars*), and \$455,830 (*Four Hundred Fifty Five Thousand Eight Hundred Thirty dollars*) per remaining 12 month extension option, for a total Agreement amount of \$2,724,041. Continuation of the Agreement beyond the initial 24 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

**4.1.2.1** For the Program Period of 1/1/2018 through 12/31/2018, the payment from the City to the Grantee shall not exceed \$455,830 (*Four Hundred Fifty Five Thousand Eight Hundred Thirty dollars*).

**5.0** MBE/WBE goals were not established for this Agreement.

**6.0** Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

**7.0** By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

**8.0** All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: 

CENTRAL TEXAS COMMUNITY HEALTH  
CENTERS DBA COMMUNITYCARE  
Jaeson Fournier, Chief Executive Officer  
4614 N. IH 35 - 2115 Kramer Suite 100  
Austin, TX 78754-8

Date: 01/09/2018

**CITY OF AUSTIN**

Signature: 

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 2-2-2018



## ***Program Work Statement For HIV Contract***

***Period Start Date*** 1/1/2018

***Period End Date*** 12/31/2018

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### ***Client Access***

In order to assure services to patients needing care outside of normal clinic hours of 8:00 a.m. to 5:00 p.m., DPCHC offers evening clinics Tuesday and Wednesday until 8:00 p.m. Calls coming into the DPCHC triage line after hours are routed to an after-hours triage nurse. This staff assesses for urgent care and refers to local emergency room care as appropriate. Additionally, patients may access one of CommUnityCare's walk-in clinics, Hancock, from 8:00 a.m. to 8:00 p.m. daily, including weekends and Holidays, or William Cannon Monday through Saturday from 7:15a.m. to 8:00p.m. Providers there may access CommUnityCare's electronic health record as needed to provide urgent care to DPCHC patients.

### ***Service Linkage, Referral, and Collaboration***

DPCHC provides other support services that contribute to successful provision of HIV and primary medical care, including nutritional counseling, Social Work (including treatment adherence), and integrated behavioral health (psychiatric and mental health counseling) services. The overall purpose of these ancillary services is to engage PLWHA in a successful medical treatment plan and to increase medical plan adherence. External referrals for behavioral health issues, such as referral into a formal substance abuse program, are made as necessary. DPCHC has a formal collaborative agreement with Austin/Travis County Integral Care - C.A.R.E. program to expedite enrollment into formal substance abuse treatment programs when these issues risk compromising the success of medical treatment. While DPCHC does not offer non-Medical Case Management, close linkages and collaborative agreements are in place with other HIV service providers that do offer such services to facilitate two-way referral and information sharing as needed, with the patient's consent.

### ***Client Input and Involvement***

CommUnityCare conducts quarterly patient satisfaction surveys; data collected as a part of these surveys feed process improvement at the David Powell Community Health Center.

### ***Cultural Competency***

Because of DPCHC's objective to deliver medical services to all eligible individuals, the clinic strives to create an atmosphere of cultural sensitivity and offer a safe, comfortable, and respectful resource for all patients, thus increasing the likelihood that patients will remain adherent and in care. Discussions and specific in-service trainings regarding targeted populations and their needs take place on a regular basis in staff meetings at all levels. Translation and interpretation services are provided onsite via a translation phone services for those who need assistance.

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## Program Work Statement By Service Category

Period Start Date 1/1/2018

Period End Date 12/31/2018

HIV Service Category CS-OAMC-OAHS

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### Client Eligibility

Individuals must be HIV-positive to be eligible for services at DPCHC.

An initial intake assessment is performed with each prospective new patient by a DPCHC medical social worker. Individuals are informed at the beginning of this conversation that they must furnish proof of HIV status before they can receive care at DPCHC. In rare cases where an individual has been previously diagnosed as HIV positive but is unable to furnish such documentation, DPCHC will perform confirmatory testing through its laboratory services.

Individuals are also asked in this initial conversation regarding any third-party payor or other funding source that they have available. Veterans are educated about health care services they may be eligible to receive through the VA, but if they indicate they wish to receive medical care at DPCHC, they are placed in the appropriate sliding fee scale classification. Per HRSA guidelines, DPCHC continues to attempt to establish contact with the local VA in order to begin planning formal collaboration.

After Intake, new and return-to-care patients must complete a comprehensive financial screening process with a specially trained financial screener to determine what health resources are available to them (i.e., Medicaid, Medicare, MAP, ADAP, etc.) and to be assigned to a financial class per our sliding fee program. In addition to accessing Medicaid to determine Medicaid eligibility, DPCHC staff use an additional software program, CareVault. This program searches a database for client enrollment in a number of highly utilized medical insurance companies, such as United Health, Blue Cross/Blue Shield, etc.

The financial screening process utilizes Central Health Medical Assistance Program (MAP) classifications as well as sliding scale classifications for those over scale for MAP. Patient financial responsibility for services is determined by the classification. Financial eligibility must be completed before the new patient is given an appointment for his/her initial provider visit, except in those cases where medical triage has indicated a need for immediate medical intervention.

No individual is ever denied service based on declared inability to pay. However, every effort is made to determine if a patient has any third-party payor resources available, and to collect co-pays and/or the patient responsibility portion for sliding fee scale patients.

### Target Populations

DPCHC's targeted population includes any adult living with HIV disease within the Austin metropolitan area that needs HIV and/or primary medical care. The "metropolitan area" includes the ten counties in the State-defined Austin Health Services Delivery Area (HSDA) for which DPCHC receives Ryan White Part B funding, although the target population for Part C funding is generally limited to PLWHA in the ten-county Project Area. DPCHC provides care to any qualifying individual upon confirmation of his or her HIV-positive status.

Specially targeted populations include PLWHA who are unfunded or underinsured. As a "safety net" health care provider and a grant recipient meant to serve such individuals, DPCHC considers those groups as its base population. Other targeted populations include, but are not limited to, racial/ethnic minorities, women, men who have sex with men (MSM), homeless individuals, injection drug users, recently incarcerated individuals, and individuals who have been out of care and wish to return to care. In house Behavioral Health services assist the clinic in offering support and counseling services to patients who have a history of being non-adherent in their treatment plan and/or who have a history of not remaining in care. DPCHC also serves men and women engaged in the commercial sex industry.

DPCHC depends primarily on the established network of social services and testing/counseling/outreach agencies to deliver information about DPCHC services to PLWHA in need of medical care. DPCHC participates in local and regional health fairs and special HIV/AIDS recognition days, usually partnering with other AIDS Service Organizations (ASOs). The clinic engages in liaison activity with hospitals in Travis County, and DPCHC providers offer consults on HIV patients undergoing inpatient care. Providers also serve as informal consultants for community physicians who have newly diagnosed patients with

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## **Program Work Statement By Service Category**

**Period Start Date** 1/1/2018

**Period End Date** 12/31/2018

### **HIV Service Category CS-OAMC-OAHS**

#### **HIV/AIDS.**

Because of DPCHC's objective to deliver medical services to all eligible individuals, the clinic strives to create an atmosphere of cultural sensitivity and offer a safe, comfortable, and respectful resource for all patients, thus increasing the likelihood that patients will remain adherent and in care. Discussions and specific in-service trainings regarding targeted populations and their needs take place on a regular basis in staff meetings at all levels.

#### **Service Category Activities**

##### **Service activities linked to Budget Justification**

The activities covered under this category of work are the basic functions of medical care for PLWHA:

- Provision of outpatient medical care for HIV Disease, including laboratory services and medical referrals, as necessary
- Provision of on-site pharmacy and drug assistance services through an integrated health services delivery model to eligible patients in order to facilitate access to antiretroviral therapy, opportunistic infection prevention and treatment, and other needed medications.
- Referral to internal and external behavioral health services, as appropriate, for mental health, substance abuse, and chemical dependency issues
- Referral to appropriate social services for non-medical assistance with the goal of retaining the patient in medical care

These activities are accomplished through the creation of a collaborative patient/provider medical treatment plan based on disease and health status, treatment guidelines, standards of care, and cultural and lifestyle considerations. The majority of patients are seen every three to four months on an outpatient basis with additional office visits for acute conditions or necessary follow-up based on the patient's individualized treatment plan.

Collaborative agreements with community partners and long-standing provider-patient relationships contribute to the quality of medical care that is provided through CUC. As a large multisite Federally Qualified Health Center (FQHC), the majority of the HIV care provided within CUC is centered at our David Powell Community Health Center (DPCHC). The DPCHC medical provider staff includes two Family Practice physicians, one Internal Medicine physician, three Infectious Disease physicians, and one Family Practice Nurse Practitioner. Currently, two DPCHC providers are certified as HIV Specialists by the American Academy of HIV Medicine (AAHIVM). Additionally, our Pharmacist-in-Charge is in the process of completing her certification. Several DPCHC physicians have specialized expertise in areas of particular concern to treating PLWHA, such as Psychiatry and the treatment of Sexually Transmitted Infections (STI) and Hepatitis C.

Identification of and treatment for common medical co-morbidities is an integral part of the DPCHC medical practice. DPCHC has a highly coordinated TB and STI referral program through our relationship with the City of Austin's Communicable Disease Unit (CDU). STIs are extremely common among certain HIV subpopulations, with Syphilis, Chlamydia, and Gonorrhea the most common. STI testing is performed according to guidelines and as indicated.

Hepatitis A, B, and especially C are also common co-morbidities with HIV. We not only provide in-house treatment for Hepatitis C, but our patients also have access to the Hepatitis C clinic at CUC's North Central Community Health Center.

In DPCHC's efforts to maintain recently incarcerated individuals in HIV care, the clinic has several resources. Prisoners released from the Federal prison system to the Austin area are provided information about DPCHC. Staff facilitates obtaining copies of the prison medical record upon patient intake at DPCHC. DPCHC also provides care to HIV-positive prisoners in Williamson, Hays, and Burnet Counties. These prisoner visits are scheduled in advance and include a guard escort. All of these prison relationships have been developed to ensure the availability and continuity of care to HIV-positive prisoners and formerly incarcerated individuals.

To ensure provision of comprehensive care for all patients, DPCHC offers a fully integrated women's health program within the clinic. Female patients may schedule a women's health visit any weekday with a provider experienced in medical care for women living with HIV. DPCHC follows basic standards of care for women's health as outlined in the Austin TGA Standards

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## Program Work Statement By Service Category

Period Start Date 1/1/2018

Period End Date 12/31/2018

### HIV Service Category CS-OAMC-OAHS

of Care as well as HRSA treatment guidelines for women infected with HIV. DPCHC provides directly and through referrals HIV-specific early gynecological assessment and treatment services including pelvic examinations, pap smears, colposcopy, cryosurgery, cervical biopsy, screening, and treatment for gynecological infections, family planning, and prenatal HIV care. Pregnant women are referred to a CUC's OB specialist for prenatal care with DPCHC providers supervising antiretroviral therapy during the term of the pregnancy. In order to provide a care system in which women living with HIV can be comfortable and engaged, female patients have the option of receiving care from female clinical staff. Female patients who are identified as having gynecological disease requiring specialized treatment are referred to local gynecologists with expertise in HIV-related gynecological diseases.

DPCHC offers minor outpatient surgical procedures as part of its core medical services. An appropriately outfitted procedure room provides a setting in which conditions common to PLWHA, such as skin abnormalities requiring biopsies, excision of warts and skin lesions, and drainage of abscess, can be performed on site as part of a routine medical visit, removing the need for external referral for these types of simple procedures.

Medical conditions that require the consultation of specialists are addressed through appropriate referral. As part of the Travis County Healthcare District's (Central Health) CommUnityCare network of Federally Qualified Health Centers, most DPCHC patients can access specialty care through the Dell Seton University Medical Center at the University of Texas (DSUMC) at no cost to DPCHC due to Seton's contractual relationship with the Travis County Healthcare District. Services not available through the Seton system are arranged insofar as possible through low-cost arrangements with private providers. CUC provides inhouse specialty care, including, Gastroenterology, Dermatology, Endocrinology, Neurology, Pulmonology, and Cardiology services at our North Central and Southeast Health and Wellness Health Centers. The urgency of the issue and the presence or absence of a third-party payor directly affect to whom and how such referrals are made. Referrals are tracked through the NextGen Electronic Medical Record (EMR) system.

**OAHS – Pharmaceuticals:** DPCHC's goal for OAHS-Pharmaceuticals is to provide on-site pharmacy and drug assistance services through its integrated health services delivery model to eligible patients in order to facilitate access to antiretroviral therapy, opportunistic infection prevention and treatment, and other needed medications. The goal also includes providing assistance in accessing and dispensing drugs obtained through peripheral support services such as the Texas HIV Medication Program (AIDS Drug Assistance Program or "ADAP") and pharmaceutical firms' Patient Assistance Programs (PAPs) to reduce dependence on Ryan White funding to the greatest extent possible. As with all services, the overriding objective of providing these services is to efficiently and cost-effectively assist PLWHA in accessing and maintaining engagement in HIV care and primary medical care.

DPCHC offers OAHS pharmaceutical services through its on-site Class-A pharmacy staffed with licensed pharmacists and pharmacy technicians. The pharmacy dispenses medications obtained through internal direct purchases (using the 340b discount program made possible by our FQHC status) and through drug assistance programs (ADAP and PAPs). All new patients who may be eligible for ADAP are guided through the application processes as a part of financial screening. Additionally, on-site support services provided through Social Workers and two PAP coordinators help unfunded patients identify alternative resources for drugs prescribed by the provider, including assistance in enrolling in Medicare Part D, for those who qualify. In addition, during the patients' care at the clinic, the medical providers can refer patients to one of two PAP coordinators to enroll them in prescription assistance programs, as needed. By maintaining robust ADAP, Medicare Part D, and PAP enrollments, encouraging the patient to fill their most expensive medications through Medicaid coverage when possible; DPCHC makes every attempt to ensure that Ryan White funds remain the payor of last resort for pharmaceuticals.

Pharmacy staff provides drug counseling as required, and per patient request, to help ensure patient safety and adherence (i.e., minimizing side effects by offering information about when and how medication should be taken, checking for allergies and drug interactions, etc.). The pharmacy team works closely with the clinic staff (medical providers, nursing, social workers, and nutritionist) to ensure a comprehensive approach to treatment. The availability of a full Class-A pharmacy on site helps to facilitate medication adherence among patients who use its services by providing the opportunity for seamless monitoring of refills and enhanced opportunities for medication education. Targeted treatment adherence services are provided through Social Work services and nursing staff.

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## Program Work Statement By Service Category

Period Start Date 1/1/2018

Period End Date 12/31/2018

### HIV Service Category CS-OAMC-OAHS

This integrated model provides immediate care plan revision and assistance while a patient is still in the clinic when any member of the care team identifies barriers to successful treatment. Pharmacy and nursing staff coordinate with third party coverage and PAP where available, using grant dollars only as a last resort. With DPCHC's on-site pharmacy, many patients can receive their medication at the completion of their provider appointment. On-site pharmacists are also readily available for consultation with providers regarding drug reactions and potential interactions.

The on-site pharmacy is also a link to new medication treatment options for DPCHC patients. One DPCHC physician is licensed to prescribe Buprenorphine in order to offer office-based treatment of Opioid dependence. In addition, DPCHC has in the past, and continues now, to participate in expanded (early) access programs for new antiretroviral therapy (ART) medications. However, the DPCHC pharmacy does not supply medications to patients with third party medication coverage (ADAP medications for clients with Part D coverage being the largest exception).

DPCHC provides other support services that contribute to successful provision of HIV and primary medical care, including nutritional counseling, Social Work (including treatment adherence), and integrated behavioral health (psychiatric and mental health counseling) services. The overall purpose of these ancillary services is to engage PLWHA in a successful medical treatment plan and to increase medical plan adherence. External referrals for behavioral health issues, such as referral into a formal substance abuse program, are made as necessary. DPCHC has a formal collaborative agreement with Austin/Travis County Integral Care - C.A.R.E. program to expedite enrollment into formal substance abuse treatment programs when these issues risk compromising the success of medical treatment. While DPCHC does not offer non-Medical Case Management, close linkages and collaborative agreements are in place with other HIV service providers that do offer such services to facilitate two-way referral and information sharing as needed, with the patient's consent.

In order to assure services to patients needing care outside of normal clinic hours of 8:00 a.m. to 5:00 p.m., DPCHC offers evening clinics Tuesday and Wednesday until 8:00 p.m. Calls coming into the DPCHC triage line after hours are routed to an after-hours triage nurse. This staff assesses for urgent care and refers to local emergency room care as appropriate. Additionally, patients may access one of CommUnityCare's walk-in clinics, Hancock, from 8:00 a.m. to 8:00 p.m. daily, including weekends and Holidays, or William Cannon Monday through Saturday from 7:15a.m. to 8:00p.m. Providers there may access CommUnityCare's electronic health record as needed to provide urgent care to DPCHC patients.

#### **Frequency of these service activities**

Services will be provided to patients, as needed, and at least twice annually.

#### **Location(s) of these service activities**

The majority of services will be provided at the David Powell Health Center. Medical Care Services for eligible patients will be provided at our Blackstock and South Austin Clinics, as appropriate.

#### **Staffing**

Primary medical care is provided at DPCHC using an integrated health services delivery model including medical providers, nurses, medical assistants, social work staff, dietitians, pharmacists, and phlebotomists.

All CUC medical providers practice under the general supervision of CUC's Chief Medical Officer. Onsite at DPCHC, medical providers operate under the day-to-day direction of a Lead Provider. The Practice Leader (PL), provides administrative direction for clinic operations and manages the entirety of all facets of the practice in close collaboration and cooperation with the Lead Provider, FQHC Chief Medical Officer, and CommUnityCare's Chief Operating Officer. The Nursing team, all Registered Nurses, operate under the direct supervision of Debbi Giossi, R.N., Nurse Manager. The Lead Provider and Nurse Manager effectively direct all day-to-day aspects of the provision of clinical medical care at DPCHC, as well as determine policy and practice direction within the boundaries set by executive management of the FQHC network and FQHC Board.

Administrative liaison with the Austin/Travis County Health and Human Services Department HIV Resources Administration unit rests with CommUnityCare's DPCHC Grant Manager, Emma Sinnott, MPH. When required, other members of the management team participate directly in discussions and meetings with grant administrative agents related to program design and monitoring, contract compliance, and quality management.

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## Program Work Statement By Service Category

Period Start Date 1/1/2018

Period End Date 12/31/2018

### HIV Service Category CS-OAMC-OAHS

Subcontractors are used in this service category for the provision of necessary laboratory testing. These contracts are awarded through a competitive bid process and result in economical charges for basic chemistry profiles, CD-4 T-Cell testing, Viral Load testing, resistance testing, and other needed laboratory services. One of DPCHC's two phlebotomists is provided to the clinic at no charge as a contract condition with one of two laboratory vendors selected through the competitive bid process.

#### Quality Management

##### Performance Evaluation

Success towards DPCHC's goals is measured through performance outcome data. Examples of outcome measures that indicate quality of care include:

- Percent of patients staged with CDC-defined AIDS that are prescribed antiretroviral therapy
- Percent of patients with a CD-4 T-Cell Count under 200/mm<sup>3</sup> that are prescribed prophylaxis treatment for PCP
- Percent of patients with a Viral Load below limits of quantification at last test during the measurement year
- Percent of patients who indicate in a client survey that they are satisfied with the overall quality of services they receive at DPCHC

Targets are set for each quality outcome. If targets are not met, discussion ensues among the provider staff, clinic management team, and clinic staff at large as appropriate regarding possible causes and whether changes are needed in the DPCHC practice to improve outcomes. Specific indicators required by the administrative agent are identified and explained in Performance Measures documents.

##### Quality Management

The FQHC Chief Medical Officer has responsibility for oversight of care provided at DPCHC and addresses any quality management challenges discovered by audits and reviews. The Chief Medical Officer's functions include:

- Ensuring implementation of the Performance Improvement Program's monitoring and evaluation activities
- Ensuring that the Performance Improvement Program is evaluated annually
- Delegating the ongoing daily responsibilities to the Director of Performance Improvement.
- Reporting to the Chair of the FQHC Board on the quality of services provided by the FQHC network
- Ensuring that health professionals make decisions regarding quality of care issues
- Facilitating the identification of problems and opportunities for performance improvement to practitioners
- Maintaining facility action plans to meet standards set by the Performance Improvement Program and peer review process; and
- Approving agendas and materials for the Performance Improvement Committee.

As part of the FQHC network, DPCHC is required to perform regular audits and quality control reviews as established in the organization's Performance Improvement/Risk Management Plan. This plan addresses quality management and improvement across all services provided within the FQHC network, including medical care, behavioral health and social work, pharmacy, and safety and risk management. Results of Performance Improvement activities are presented through a chain of command and responsibility, including to the FQHC Board of Directors. Any adverse finding results in the creation of a planned process for improvement.

As a specialty clinic, DPCHC engages in additional Quality Improvement activities to meet Ryan White/HRSA guidelines and to assist in the gathering of outcome data for grant reporting. Our grants manager coordinates these activities with the help of our Performance Improvement Analyst, who focuses on ARIES reporting.

External quality audits and program monitoring are also performed by DPCHC's grant administrative agents, and an annual satisfaction survey is undertaken to gauge the perception of quality of care and other factors by DPCHC's patient population.

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## ***Program Work Statement By Service Category***

***Period Start Date*** 1/1/2018

***Period End Date*** 12/31/2018

***HIV Service Category*** CS-OAMC-OAHS

Primary medical care services receive the highest level of review at DPCHC for regulatory as well as quality-of-care purposes. DPCHC providers peer review each other's charts using a randomized chart selection process to determine if appropriate care is being provided according to established standards and guidelines. DPCHC sets a goal of approximately 10% of active patients for the minimum number of these peer chart reviews in a 12-month period. Periodic chart reviews are also performed related to nursing care and the dispensing of medications through the DPCHC Class A pharmacy.

As a matter of business practice, DPCHC responds to patient inquiries, requests, and complaints through both formal and informal means. DPCHC's status as a member of the FQHC network also provides the opportunity for patients to call a central Community Health Centers hotline with any complaints or issues if they are uncomfortable bringing up such issues directly with clinic staff. The CommUnityCare Compliance Unit operates this hotline, and any complaints or issues received through this method automatically enters an external (non-DPCHC) tracking system that monitors how and when the issue is addressed and resolved.

### ***HRSA/HAB Ryan White Part A Program Monitoring Standards***

Not Applicable (Overwrite if Applies)

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

**Outputs****HIV Service Category CS-OAMC-OAHS****Period Goal**

<b>Output Measure Description</b>		<b>Initial/Previous Adjusted Target</b>		
<b>How Data Is Compiled</b>				
OP1	CUC will provide 609 UNITS at full authorization level and at initial award level 254 UNITS of service (UOS) during this contract term period for the approved funding. One unit of service = One unit of service = one (1) client visit and includes all services and procedures provided as a part of the visit.  Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month	609		609
OP2	CUC will provide 348 UNITS at full authorization level and at initial award level 145 CD4 T-Cell test. One unit of service = one (1) C-D4 T-Cell Count test.  Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month.	348		348
OP3	CUC will provide 348 UNITS at full authorization level and at initial award level 160 Viral Load Tests One unit of service = one (1) Viral Load test.	348		348
OP4	CUC will provide 3124 UNITS at full authorization level and at initial award level 1,302 UNITS of Pharmacy services (UOS) during this term period for the approved funding amount.	3124		3124
OP5	CUC will provide services to at least 245 clients at full authorization level and at initial award level services to 115 Unduplicated Clients (UDC) during this contract term period for the approved funding.	175		175

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2018

Period Performance End 12/31/2018

**Outcomes****HIV Service Category CS-OAMC-OAHS**

<b>Outcome Measure Description</b>		<b>Period Goal</b>		
<b>What Data Is Collected</b>				
<b>How Data Is Compiled</b>				
<b>When Data Is Evaluated</b>		<b>Numerator</b>	<b>Denominator</b>	<b>Target Percent</b>
OC1	For the initial award: Percentage of patients, regardless of age, with a diagnosis of HIV prescribed antiretroviral therapy for the treatment of HIV infection during the measurement year Outcome target: 90%	104	115	90.43
<p>Numerator: Number of patients from the denominator prescribed HIV antiretroviral therapy P1P during the measurement year.</p> <p>Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year.</p> <p>Exclusions: None.</p> <p>The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.</p> <p>All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be extracted from the ARIES database using the HAB Measures report, once updated. In the interim data will be pulled from NextGen.</p> <p>Medication prescription data are updated at least twice a year manually.</p>				
OC2	For the initial award: Percentage of clients with HIV infection and a CD4 T-Cell count below 200 cells/mm will be prescribed PCP prophylaxis during the measurement year. Outcome target: 90%	72	80	90.00
<p>Numerator 1: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 200 cells/mmP3</p> <p>Numerator 2: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 500 cells/mmP3P or a CD4 percentage below 15%</p> <p>Numerator 3: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis at the time of HIV diagnosis</p> <p>Aggregate numerator: The sum of the three numerators</p> <p>Denominator 1. All patients aged 6 years and older with a diagnosis of HIV/AIDS and a CD4 count below 200 cells/mmP3P, who had at least two visits during the measurement year, with at least 90 days in between each visit</p> <p>Denominator 2. All patients aged 1 through 5 years of age with a diagnosis of HIV/AIDS and a CD4 count below 500 cells/mmP3P or a CD4 percentage below 15%, who had at least two visits during the measurement year, with at least 90 days in between each visit</p>				

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**Program Performance for HIV Service Category****Period Performance Start** 1/1/2018**Period Performance End** 12/31/2018

Denominator 3. All patients aged 6 weeks through 12 months with a diagnosis of HIV, who had at least two visits during the measurement year, with at least 90 days in between each visit

Total denominator: The sum of the three denominators

Denominator 1 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 200 cells/mmP3P during the three months after a CD4 count below 200 cells/mmP3

Denominator 2 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 500 cells/mmP3P or CD4 percentage above 15% during the three months after a CD4 count below 500 cells/mmP3P or CD4 percentage below 15%

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Number of clients meeting clinical guidelines for PCP prophylaxis treatment per USPHS/IDSA guidelines, number of such clients that are prescribed PCP prophylaxis; All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be collected from the ARIES database using the HAB Measures report.

These data are input continually and checked against measures at least quarterly.

OC3 For the initial award: Percentage of clients receiving OAMC 80 100 80.00  
services will report overall satisfaction with the quality of medical  
care services received.  
Outcome target: 80%

CommUnityCare conducts a quarterly patient survey which assesses patient satisfaction with clinic operations and their providers. These data are collect at each CommUnityCare Clinic site, including DPCHC and are reported collectively and by location.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Client responses to a quarterly satisfaction survey will be used fro this measure.

These data are collected quarterly.

OC4 For the initial award: Percentage of patients, regardless of age, 92 115 80.00  
with a diagnosis of HIV who had at least one medical visit in  
each 6-month period of the 24-month measurement period with  
a minimum of 60 days between medical visits

Numerator: Number of patients in the denominator who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the first 6 months of the 24-month measurement period

Patient Exclusions: Patients who died at any time during the 24-month measurement period

Number of patients with an HIV infection who had one or more medical visits during the measurement period. Data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report.

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**Program Budget for HIV - Direct Services**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	206,658.00	66,161.00	2,108.00	0.00	36,199.00	102,938.00	2,409.00	416,473.00
SS-Referral for Health Care-Supportive Svcs	29,821.00	9,536.00	0.00	0.00	0.00	0.00	0.00	39,357.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>236,479.00</b>	<b>75,697.00</b>	<b>2,108.00</b>	<b>0.00</b>	<b>36,199.00</b>	<b>102,938.00</b>	<b>2,409.00</b>	<b>455,830.00</b>

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**Program Budget for HIV - Administrative Services**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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**Program Budget for HIV - Combined Services and Narrative**

Program Start Date 1/1/2018

Program End Date 12/31/2018

<b>Service Category</b>	<b>Personnel</b>	<b>Fringe</b>	<b>Travel</b>	<b>Equipment</b>	<b>Supplies</b>	<b>Contractuals</b>	<b>Other</b>	<b>Subtotal</b>
CS-OAMC-OAHS	206,658.00	66,161.00	2,108.00	0.00	36,199.00	102,938.00	2,409.00	416,473.00
SS-Referral for Health Care-Supportive Svcs	29,821.00	9,536.00	0.00	0.00	0.00	0.00	0.00	39,357.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>236,479.00</b>	<b>75,697.00</b>	<b>2,108.00</b>	<b>0.00</b>	<b>36,199.00</b>	<b>102,938.00</b>	<b>2,409.00</b>	<b>455,830.00</b>

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## ***Program Budget for HIV - Combined Services and Narrative***

<b><i>Service Category</i></b>	<b><i>Budget Narrative</i></b>
CS-OAMC-OAHS	<p><b>PERSONNEL COSTS:</b> Salaries &amp; Fringe Benefits for Registered Nurse, Physician, Physician, Senior Registered Nurse, Physician, Nurse Manager, Registered Nurse (Vacant), Senior Registered Nurse, Nurse Practitioner, Physician, Registered Nurse, Registered Nurse, Senior Registered Nurse, Physician, Medical Assistant(Vacant), Medical Assistant, Lead Pharmacist III, Pharmacist, Pharmacy Technician, Lead Pharmacy Technician, Clinical Pharmacist.</p> <p><b>TRAVEL and TRAINING:</b> Staff travel and training</p> <p><b>CONTRACTUAL:</b> Lab Services</p> <p><b>OTHER:</b> Pharmaceuticals</p>
SS-Referral for Health Care-Supportive Svcs	<p>Partial salary and fringe benefits for various positions (Administrative Supervisor, Medical Admissions Clerk (five positions), Patient Assistance Coordinator, Dietician Coordinator, Financial Screener (three positions), and Referral Coordinator)</p>

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## REQUIRED PERFORMANCE and FINANCIAL REPORTS

### Summary for FY 2018 Ryan White Part C Grant Agreements and Contracts

Partial list of required forms and reports, to be submitted no later than the indicated due dates:

Reporting Requirements	Due Dates/ Detail
<b>ARIES Monthly Data Report and ARIES YTD Data Report</b> (for each sub/service category: Actual Units delivered and Unduplicated Clients served for the billed month, and also cumulative Year-to-Date (YTD) totals. For MAI program – breakdown by target group is also required)	Ongoing ARIES data input is required. Two ARIES Data Reports are due monthly, no later than the 15 <sup>th</sup> of each month for the previous month, uploaded to CIODM (Community Information Online Data Management) system
<b>Monthly Performance Report and Monthly Financial Summary spreadsheets</b> , including Program Income and Administrative Expenditures	Due no later than the 15 <sup>th</sup> of each month for the previous month, uploaded as <b>complete MS Excel files</b> into CIODM system
<i>(As applicable for each month where expenditures or performance are not within expected range):</i> <b>Monthly Expenditure and Performance Variance Report</b> by HIV Service Category (submitted in MS Word format)	For each service category that meets criteria (instructions on form), a separate form is due no later than the 15 <sup>th</sup> of each month, <b>uploaded as MS Word formatted file</b> into CIODM system
<b>Contract Detail for Monthly Expenditures Report</b> (general ledger/financial system transactions documentation) - <i>Monthly and cumulative YTD total Expenditures should match those in the Monthly Financial Summary and online CIODM forms</i>	Submit contract actual monthly & YTD expenditures report generated from the Contractor's financial management system. Due no later than the 15 <sup>th</sup> of each month for the previous month, uploaded to CIODM system
<b>Semi-Annual OUTCOME Performance Measures report</b> with cumulative YTD client results for numerators, denominators, and percentage rates achieved	July 15, 2018 (initial 6-month report) and February 14, 2018 (final 12-month cumulative YTD report) on forms and following instructions as provided by City
<b>Ryan White Program Services Report (RSR)</b> for calendar year 2018 submitted online into HRSA's EHB system, or as directed	February 2019, or as directed by City – for period January through December 2018
<b>Administrative and Fiscal Review (AFR)</b> Annual report with all required attachments submitted in CIODM, or as directed	May 31, 2018, or as directed by City
<b>Final Term Period Closeout Report</b> for January 1 – December 31, 2018 inclusive	February 14, 2019
<b>Annual Financial Report</b> with independent auditor's Management Letter and all related items	270 calendar days after close of provider agency's fiscal year





Amendment No. 1  
to  
Agreement No. NG170000027  
for  
Social Services  
between  
**CENTRAL TEXAS COMMUNITY HEALTH CENTERS**  
**DBA**  
**COMMUNITYCARE**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Hundred Sixteen Thousand Nine Hundred Seventy Six dollars (\$216,976)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Jan. 1, 2017 – Dec. 31, 2017)	n/a	\$ 227,915
Amendment No. 1: Add funds to Agreement and modify Program Exhibits	\$ 216,976	\$ 444,891

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance for HIV Service Category** is deleted in its entirety and replaced with **Exhibit A.2 -- Program Performance for HIV Service Category** [Revised 8/7/2017]

**Exhibit B.1.1 -- Program Budget for HIV Direct Services** deleted in its entirety and replaced with **Exhibit B.1.1 -- Program Budget for HIV Direct Services** [Revised 8/7/2017]

**Exhibit B.1.2 -- Program Budget for HIV Administrative Services** deleted in its entirety and replaced with **Exhibit B.1.2 -- Program Budget for HIV Administrative Services** [Revised 8/7/2017]

**Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative** deleted in its entirety and replaced with **Exhibit B.1.3 -- Program Budget for HIV Combined Services and Narrative** [Revised 8/7/2017].

- 4.0 The following Terms and Conditions have been MODIFIED:

**Section 4.1 Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 12 month term shall not exceed the amount approved by City Council, which is **\$444,891 (Four Hundred Forty Four Thousand Eight Hundred Ninety One dollars)**, and **\$444,891 (Four Hundred Forty Four Thousand Eight Hundred Ninety One dollars)** per 12 month extension option, for a total Agreement amount of \$2,669,346. Continuation of the Agreement beyond the initial 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

**4.1.2.1** For the Program Period of 1/1/2017 through 12/31/2017, the payment from the City to the Grantee shall not exceed \$444,891 (Four Hundred Forty Four Thousand Eight Hundred Ninety One dollars).

**5.0** MBE/WBE goals were not established for this Agreement.

**6.0** Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

**7.0** By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

**8.0** All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: \_\_\_\_\_

CENTRAL TEXAS COMMUNITY HEALTH  
CENTERS DBA COMMUNITYCARE  
Jaeson Fournier, Chief Executive Officer  
4614 N. IH-35  
Austin, TX 78751

Date: \_\_\_\_\_

09/05/2017

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

9/22/17

**Program Performance for HIV Service Category**

Period Performance Start 1/1/2017

Period Performance End 12/31/2017

**Outputs****HIV Service Category CS-Local APA**

<b>Output Measure Description</b>		<b>Period Goal</b>		
		<b>Initial</b>	<b>Adjusted</b>	<b>Target</b>
<b>How Data Is Compiled</b>				
OP1	825 UNITS of service (UOS) will be provided during this term period for the approved funding amount Data are input into ARIES daily	825		825
OP2	DPCHC services will be provided to 206 Total Unduplicated CLIENTS (UDC) during this term period. Of this total, the projected numbers of New and Continuing clients are: 2a. 185 Number of CONTINUING unduplicated clients to be served in the term period  2b. 21 Number of NEW unduplicated clients to be served in the term period Data are input into ARIES daily	206		206

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**Program Performance for HIV Service Category****Period Performance Start** 1/1/2017**Period Performance End** 12/31/2017**Outcomes****HIV Service Category CS-Local APA****Outcome Measure Description****Period Goal****What Data Is Collected****How Data Is Compiled****When Data Is Evaluated****Numerator****Denominator****Target  
Percent**

OC1	80% of clients receiving pharmacy services at DPCHC will report that they are satisfied or very satisfied with the overall quality of pharmacy services received.	80	100	80.00
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Client responses to a quarterly satisfaction survey.

CommUnityCare conducts a quarterly patient survey which assesses patient satisfaction with clinic operations and their providers. These data are collect at each CommUnityCare Clinic site, including DPCHC and are reported collectively and by location.

data will be collected and reviewed quarterly

**Created:** 1/9/2017 3:40:00 PM **Last Modified:**

**Program Performance for HIV Service Category**

Period Performance Start 1/1/2017

Period Performance End 12/31/2017

**Outputs****HIV Service Category CS-OAMC-OAHS**

<b>Output Measure Description</b>		<b>Period Goal</b>		
		<b>Initial</b>	<b>Adjusted</b>	<b>Target</b>
<b>How Data Is Compiled</b>				
OP1	576 UNITS of service (UOS) will be provided during this contract term period for the approved funding. One unit of service = One unit of service = one (1) client visit and includes all services and procedures provided as a part of the visit.  Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month	576		576
OP2	DPCHC services will be provided to 275 Total Unduplicated CLIENTS (UDC) during this term period  Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month 248 current patients and 27 new patients.	248	27	275
OP3	2,200 UNITS of service (UOS) will be provided during this term period for the approved funding amount.  Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month	2200		2200
OP4	DPCHC services will be provided to 510 Total Unduplicated CLIENTS (UDC) during this term period. 459 current patients and 51 new patients.  Data are extracted from the EMR and input into ARIES biweekly and are monitored at least once a month	459	51	510

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2017

Period Performance End 12/31/2017

**Outcomes****HIV Service Category CS-OAMC-OAHS**

<b>Outcome Measure Description</b>		<b>Period Goal</b>		
<b>What Data Is Collected</b>				
<b>How Data Is Compiled</b>				
<b>When Data Is Evaluated</b>		<b>Numerator</b>	<b>Denominator</b>	<b>Target Percent</b>
OC1	Percentage of patients, regardless of age, with a diagnosis of HIV prescribed antiretroviral therapy for the treatment of HIV infection during the measurement year Outcome target: 90%	1440	1600	90.00
<p>Numerator: Number of patients from the denominator prescribed HIV antiretroviral therapy during the measurement year.</p> <p>Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year.</p> <p>Exclusions: None.</p> <p>The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.</p> <p>All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be extracted from the ARIES database using the HAB Measures report, once updated. In the interim data will be pulled from NextGen.</p> <p>Medication prescription data are updated at least twice a year manually.</p>				
OC2	Percentage of clients with HIV infection and a CD4 T-Cell count below 200 cells/mm will be prescribed PCP prophylaxis during the measurement year. Outcome target: 90%	180	200	90.00
<p>Numerator 1: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 200 cells/mm</p> <p>Numerator 2: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 500 cells/mm or a CD4 percentage below 15%</p> <p>Numerator 3: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis at the time of HIV diagnosis</p> <p>Aggregate numerator: The sum of the three numerators</p> <p>Denominator 1. All patients aged 6 years and older with a diagnosis of HIV/AIDS and a CD4 count below 200 cells/mm, who had at least two visits during the measurement year, with at least 90 days in between each visit</p> <p>Denominator 2. All patients aged 1 through 5 years of age with a diagnosis of HIV/AIDS and a CD4 count below 500 cells/mm or a CD4 percentage below 15%, who had at least two visits during the measurement year, with at least 90 days in between each visit</p>				

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**Program Performance for HIV Service Category****Period Performance Start** 1/1/2017**Period Performance End** 12/31/2017

Denominator 3. All patients aged 6 weeks through 12 months with a diagnosis of HIV, who had at least two visits during the measurement year, with at least 90 days in between each visit

Total denominator: The sum of the three denominators

Denominator 1 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 200 cells/mm during the three months after a CD4 count below 200 cells/mm

Denominator 2 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 500 cells/mm or CD4 percentage above 15% during the three months after a CD4 count below 500 cells/mm or CD4 percentage below 15%

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Number of clients meeting clinical guidelines for PCP prophylaxis treatment per USPHS/IDSA guidelines, number of such clients that are prescribed PCP prophylaxis; All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be collected from the ARIES database using the HAB Measures report.

These data are input continually and checked against measures at least quarterly.

OC3	Percentage of clients receiving OAMC services will report overall satisfaction with the quality of medical care services received.	80	100	80.00
	Outcome target: 80%			

CommUnityCare conducts a quarterly patient survey which assesses patient satisfaction with clinic operations and their providers. These data are collect at each CommUnityCare Clinic site, including DPCHC and are reported collectively and by location.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Client responses to a quarterly satisfaction survey will be used fro this measure.

These data are collected quarterly.

OC4	Percentage of patients, regardless of age, with a diagnosis of HIV who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between medical visits	1280	1600	80.00
	Outcome target: 80%			

Numerator: Number of patients in the denominator who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the first 6 months of the 24-month measurement period

Patient Exclusions: Patients who died at any time during the 24-month measurement period

Number of patients with an HIV infection who had one or more medical visits during the measurement period. Data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures

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**Program Performance for HIV Service Category****Period Performance Start** 1/1/2017**Period Performance End** 12/31/2017

report. Data will be extracted from the ARIES database using the HAB Measures report.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

These data are assessed monthly.

OC5	Percentage of patients, regardless of age, with a diagnosis of HIV with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year	1280	1600	80.00
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Outcome target: 80%

Numerator: Number of patients in the denominator with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year

Patient Exclusions: None

Viral load data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report, when updated.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

These data are uploaded into ARIES biweekly and assessed at least monthly.

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**Program Budget for HIV - Direct Services**

Program Start Date 1/1/2017

Program End Date 12/31/2017

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	192,155.41	61,489.73	2,383.00	0.00	0.00	51,253.81	98,542.00	405,823.95
SS-Referral for Health Care-Supportive Svcs	29,596.25	9,470.80	0.00	0.00	0.00	0.00	0.00	39,067.05
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>221,751.66</b>	<b>70,960.53</b>	<b>2,383.00</b>	<b>0.00</b>	<b>0.00</b>	<b>51,253.81</b>	<b>98,542.00</b>	<b>444,891.00</b>

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**Program Budget for HIV - Administrative Services**

Program Start Date 1/1/2017

Program End Date 12/31/2017

<b>Service Category</b>	<b>Personnel</b>	<b>Fringe</b>	<b>Travel</b>	<b>Equipment</b>	<b>Supplies</b>	<b>Contractuals</b>	<b>Other</b>	<b>Subtotal</b>
CS-OAMC-OAHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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**Program Budget for HIV - Combined Services and Narrative**

Program Start Date 1/1/2017

Program End Date 12/31/2017

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	192,155.41	61,489.73	2,383.00	0.00	0.00	51,253.81	98,542.00	405,823.95
SS-Referral for Health Care-Supportive Svcs	29,596.25	9,470.80	0.00	0.00	0.00	0.00	0.00	39,067.05
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>221,751.66</b>	<b>70,960.53</b>	<b>2,383.00</b>	<b>0.00</b>	<b>0.00</b>	<b>51,253.81</b>	<b>98,542.00</b>	<b>444,891.00</b>

Created: 7/31/2017 10:24:00 AM Last Modified: 8/7/2017 10:39:00 AM

**Program Budget for HIV - Combined Services and Narrative**

<b>Service Category</b>	<b>Budget Narrative</b>
CS-OAMC-OAHS	<p><b>PERSONNEL COSTS:</b> Salaries &amp; Fringe Benefits for Registered Nurse, Physician, Physician, Senior Registered Nurse, Physician, Nurse Manager, Registered Nurse (Vacant), Senior Registered Nurse, Nurse Practitioner, Physician, Registered Nurse, Registered Nurse, Senior Registered Nurse, Physician, Medical Assistant(Vacant), Medical Assistant, Lead Pharmacist III, Pharmacist, Pharmacy Technician, Lead Pharmacy Technician, Clinical Pharmacist.</p> <p><b>TRAVEL and TRAINING:</b> Staff travel and training</p> <p><b>CONTRACTUAL:</b> Lab Services</p> <p><b>OTHER:</b> Pharmaceuticals</p>
SS-Referral for Health Care-Supportive Svcs	<p>Partial salary and fringe benefits for various positions (Administrative Supervisor, Medical Admissions Clerk (five positions), Patient Assistance Coordinator, Dietician Coordinator, Financial Screener (three positions), and Referral Coordinator)</p>

**Created:** 7/31/2017 10:24:00 AM **Last Modified:** 8/7/2017 10:39:00 AM





## **M E M O R A N D U M**

**City of Austin  
Financial Services Department  
Purchasing Office**

**DATE:** 07/06/2017

**TO:** Memo to File

**FROM:** Marty James, Procurement Specialist II

**RE:** MA 9100 NG170000027 Central Texas Community Health Centers dba  
CommUnityCare

This contract was created and administered by the Austin Public Health (APH). All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this contract other the creation of the payment mechanism for accounting purposes.



**AGREEMENT BETWEEN  
THE CITY OF AUSTIN  
AND  
CENTRAL TEXAS COMMUNITY HEALTH CENTERS  
DBA  
COMMUNITYCARE  
FOR  
SOCIAL SERVICES**

**AGREEMENT NO. NG170000027**

**AGREEMENT AMOUNT: \$227,915**

This Agreement is made by and between the City of Austin (the City) acting by and through its Austin Public Health department (APH), a home-rule municipality incorporated by the State of Texas, and Central Texas Community Health Centers dba CommUnityCare (Grantee), a Texas non-profit corporation, having offices at 4614 N. IH-35, Austin, TX 78751.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1 Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

**1.2 Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

**1.3 Responsibilities of the City.** The City's Agreement Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

**1.4 Designation of Key Personnel.** The City's Agreement Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

**1.4.1** The City's Agreement Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Agreement Manager, Carolyn Konecny, Interim CEO and CFO, or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Agreement Manager.

1.4.3 If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Agreement.** The Agreement shall be in effect for a term of 12 months beginning January 1, 2017 through December 31, 2017, and may be extended thereafter for up to 5 additional 12 month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial twelve month term shall not exceed the amount approved by City Council, which is **\$227,915 (Two Hundred Twenty Seven Thousand Nine Hundred Fifteen dollars)**, and \$227,915 (*Two Hundred Twenty Seven Thousand Nine Hundred Fifteen dollars*) per twelve month extension option, for a total Agreement amount of \$1,367,490. Continuation of the Agreement beyond the initial twelve months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.1 The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

4.1.2 Payment to the Grantee shall be made in the following increments:



4.1.2.1 For the Program Period of 1/1/2017 through 12/31/2017, the payment from the City to the Grantee shall not exceed \$227,915 (*Two Hundred Twenty Seven Thousand Nine Hundred Fifteen dollars*).

**4.2 Requests for Payment.** Payment to the Grantee shall be due 30 calendar days following receipt by the City of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Standard Time 15 calendar days following the end of the month covered by the request and expenditure report. **If the 15<sup>th</sup> calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Standard Time of the 1<sup>st</sup> weekday immediately following the weekend or holiday.** Grantee must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the Grantee's financial management system
- Profit & Loss Detail report from the Grantee's financial management system
- Check ledger from the Grantee's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.**

4.2.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### **4.3 Payment.**

4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Grantee;

4.3.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;



4.3.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

#### 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

#### 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Agreement.

4.7.3 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.7.5 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

4.7.7 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

#### **4.8 Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

4.8.2 To be allowable under this Agreement, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Agreement.
2. Conform to any limitations or exclusions set forth in this Agreement.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.



4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

#### 4.9 **Reports.**

4.9.1 Grantee must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Agreement Manager using the forms shown at

<http://www.ckodm.com/austin/> by the deadline outlined in Section 4.2. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Grantee shall submit a quarterly performance report using the format and method specified by the City no later than 5:00 p.m. Central Time 15 calendar days following each calendar quarter. If the 15<sup>th</sup> calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Standard Time of the 1<sup>st</sup> weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Grantee and submitted to the City within 60 calendar days following the end of each Program Period identified in Section 4.1.2.

4.9.4 A Contract Closeout Summary Report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

#### **4.10 Grantee Policies and Procedures.**

4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

#### **4.11 Monitoring and Evaluation.**

4.11.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement.

Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.11.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

#### **4.12 Financial Audit of Grantee.**

4.12.1 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.12.3 Grantee shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review report received from the Grantee;
- ii. That the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review report was presented to the Grantee's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.



A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

**4.13 Ownership of Property.**

4.13.1 \* Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000 in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due 60 days after the end of each Program Period, as well as in the Agreement Closeout Summary Report, due 60 days after the end of the Agreement Term.

4.13.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

## **SECTION 5. TERMINATION**

**5.1 Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

**5.2 Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

**5.3 Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

**5.4 Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**5.5 Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

**6.1 Insurance.** The following insurance requirements apply.

### **6.1.1 General Requirements**

**6.1.1.1** The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

**6.1.1.2** The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

**6.1.1.3** The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin  
Austin Public Health  
ATTN: Contract Management Team  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

**6.1.2 Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and



hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

**6.1.2.1 Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project
- 6.1.2.1.2 Independent Grantee's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

\* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

**6.1.2.2 Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

**6.1.2.3 Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section

401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Grantee's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

**6.2 Equal Opportunity.**

**6.2.1 Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

**6.2.2 Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**6.3 Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.

**6.4 Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

**6.5 Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

**7.1 Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

**7.2 Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

**8.1 Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

**8.2 Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety,



and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (Source: City of Austin Ordinance 20051201-013)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

#### 8.4 **Indemnity.**

##### 8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and

agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin Austin Public Health Administrative Services Division	Central Texas Community Health Centers dba CommUnityCare	City of Austin Austin Public Health
ATTN: Kymberley Maddox, Assistant Director	ATTN: Carolyn Konecny, Interim Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. E Austin, TX 78702	4614 N. IH-35 Austin, TX 78751	7201 Levander Loop, Bldg. E Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 **Advertising.** Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**8.11 Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

**8.12 Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

**8.13 Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

**8.14 Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

**8.15 Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**8.16 Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

**8.17 Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

**8.18 Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose



of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### **8.19 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

#### **8.20 Living Wage Policy**

[Reserved]

#### **8.21 Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business

with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

**8.27 Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

**8.28 HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

**8.28.1 Business Associate Agreement.** If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

**8.29 Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

**8.30 Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/facts/facts.html>.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

CENTRAL TEXAS COMMUNITY HEALTH  
CENTERS DBA COMMUNITYCARE

Signature: [Signature]

Name: JASON FOURNIER  
Printed Name

Title: CEO

Date: 06/06/2017

CITY OF AUSTIN

Signature: [Signature]

Name: Shawn Willett  
PURCHASING OFFICE

Date: 7/13/17



## **EXHIBITS**

### **Exhibit A – Program Forms**

- A.1.1 – Program Work Statement for HIV Contract**
- A.1.2 – Program Work Statement By Service Category**
- A.2 – Program Performance for HIV Service Category**

### **Exhibit B – Program Budget Forms**

- B.1.1 – Program Budget for HIV Direct Services**
- B.1.2 – Program Budget for HIV Administrative Services**
- B.1.3 – Program Budget for HIV Combined Services and Narrative**

### **Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**

### **Exhibit D – RW Part C Required Reports**

### **Exhibit E – Modifications to the Standard APH Agreement**

### **Exhibit F – Business Associate Agreement**

## ***Program Work Statement For HIV Contract***

***Period Start Date*** 1/1/2017

***Period End Date*** 12/31/2017

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### ***Client Access***

In order to ensure services to patients needing care outside of normal clinic hours of 8:00 a.m. to 5:00 p.m., DPCHC offers evening clinics Tuesday and Wednesday until 8:00 p.m. Calls coming into the DPCHC triage line after hours are routed to an after-hours triage nurse. This staff assesses for urgent care and refers to local emergency room care as appropriate. Additionally, patients may access one of CommUnityCare's walk-in clinics, Hancock, from 8:00 a.m. to 8:00 p.m. daily, including weekends and holidays, or Southeast Health and Wellness Center Monday through Saturday from 7:30a.m. To 8:00p.m. Providers there may access CommUnityCare's electronic health record as needed to provide urgent care to DPCHC patients.

### ***Service Linkage, Referral, and Collaboration***

DPCHC provides other support services that contribute to successful provision of HIV and primary medical care, including nutritional counseling, Social Work (including treatment adherence), and integrated behavioral health (psychiatric and mental health counseling) services. The overall purpose of these ancillary services is to engage PLWHA in a successful medical treatment plan and to increase medical plan adherence. External referrals for behavioral health issues, such as referral into a formal substance abuse program, are made as necessary. DPCHC has a formal collaborative agreement with Austin/Travis County Integral Care - C.A.R.E. program to expedite enrollment into formal substance abuse treatment programs when these issues risk compromising the success of medical treatment. While DPCHC does not offer non-Medical Case Management, close linkages and collaborative agreements are in place with other HIV service providers that do offer such services to facilitate two-way referral and information sharing as needed, with the patient's consent.

### ***Client Input and Involvement***

CommUnityCare conducts quarterly patient satisfaction surveys; data collected as a part of these surveys feed process improvement at the David Powell Community Health Center.

### ***Cultural Competency***

Because of DPCHC's objective to deliver medical services to all eligible individuals, the clinic strives to create an atmosphere of cultural sensitivity and offer a safe, comfortable, and respectful resource for all patients, thus increasing the likelihood that patients will remain adherent and in care. Discussions and specific in-service trainings regarding targeted populations and their needs take place on a regular basis in staff meetings at all levels. Translation and interpretation services are provided onsite via a translation phone services for those who need assistance.

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## **Program Work Statement By Service Category**

**Period Start Date** 1/1/2017

**Period End Date** 12/31/2017

**HIV Service Category** CS-OAMC-OAHS

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### **Client Eligibility**

Individuals must be HIV-positive to be eligible for services at DPCHC.

An initial intake assessment is performed with each prospective new patient by a DPCHC medical social worker. Individuals are informed at the beginning of this conversation that they must furnish proof of HIV status before they can receive care at DPCHC. In rare cases where an individual has been previously diagnosed as HIV positive but is unable to furnish such documentation, DPCHC will perform confirmatory testing through its laboratory services.

Individuals are also asked in this initial conversation regarding any third-party payor or other funding source that they have available. Veterans are educated about health care services they may be eligible to receive through the VA, but if they indicate they wish to receive medical care at DPCHC, they are placed in the appropriate sliding fee scale classification. Per HRSA guidelines, DPCHC continues to attempt to establish contact with the local VA in order to begin planning formal collaboration.

After Intake, new and return-to-care patients must complete a comprehensive financial screening process with a specially trained financial screener to determine what health resources are available to them (i.e., Medicaid, Medicare, MAP, ADAP, etc.) and to be assigned to a financial class per our sliding fee program. In addition to accessing Medicaid to determine Medicaid eligibility, DPCHC staff use an additional software program, CareVault. This program searches a database for client enrollment in a number of highly utilized medical insurance companies, such as United Health, Blue Cross/Blue Shield, etc.

The financial screening process utilizes Central Health Medical Assistance Program (MAP) classifications as well as sliding scale classifications for those over scale for MAP. Patient financial responsibility for services is determined by the classification. Financial eligibility must be completed before the new patient is given an appointment for his/her initial provider visit, except in those cases where medical triage has indicated a need for immediate medical intervention.

No individual is ever denied service based on declared inability to pay. However, every effort is made to determine if a patient has any third-party payor resources available, and to collect co-pays and/or the patient responsibility portion for sliding fee scale patients.

### **Target Populations**

DPCHC's targeted population includes any adult living with HIV disease within the Austin metropolitan area that needs HIV and/or primary medical care. The "metropolitan area" includes the ten counties in the State-defined Austin Health Services Delivery Area (HSDA) for which DPCHC receives Ryan White Part B funding, although the target population for Part C funding is generally limited to PLWHA in the ten-county Transitional Part A Grant Area (TGA). DPCHC provides care to any qualifying individual upon confirmation of his or her HIV-positive status.

Specially targeted populations include PLWHA who are unfunded or underinsured. As a "safety net" health care provider and a grant recipient meant to serve such individuals, DPCHC considers those groups as its base population. Other targeted populations include, but are not limited to, racial/ethnic minorities, women, men who have sex with men (MSM), homeless individuals, injection drug users, recently incarcerated individuals, and individuals who have been out of care and wish to return to care. In house Behavioral Health services assist the clinic in offering support and counseling services to patients who have a history of being non-adherent in their treatment plan and/or who have a history of not remaining in care. DPCHC also serves men and women engaged in the commercial sex industry.

DPCHC depends primarily on the established network of social services and testing/counseling/outreach agencies to deliver information about DPCHC services to PLWHA in need of medical care. DPCHC participates in local and regional health fairs and special HIV/AIDS recognition days, usually partnering with other AIDS Service Organizations (ASOs). The clinic engages in liaison activity with hospitals in Travis County, and DPCHC providers offer consults on HIV patients undergoing inpatient care. Providers also serve as informal consultants for community physicians who have newly diagnosed patients with

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## **Program Work Statement By Service Category**

**Period Start Date** 1/1/2017

**Period End Date** 12/31/2017

**HIV Service Category** CS-OAMC-OAHS

HIV/AIDS.

Because of DPCHC's objective to deliver medical services to all eligible individuals, the clinic strives to create an atmosphere of cultural sensitivity and offer a safe, comfortable, and respectful resource for all patients, thus increasing the likelihood that patients will remain adherent and in care. Discussions and specific in-service trainings regarding targeted populations and their needs take place on a regular basis in staff meetings at all levels.

### **Service Category Activities**

#### **Service activities linked to Budget Justification**

The activities covered under this category of work are the basic functions of medical care for PLWHA:

- Provision of outpatient medical care for HIV Disease, including laboratory services and medical referrals, as necessary
- Provision of on-site pharmacy and drug assistance services through an integrated health services delivery model to eligible patients in order to facilitate access to antiretroviral therapy, opportunistic infection prevention and treatment, and other needed medications.
- Referral to internal and external behavioral health services, as appropriate, for mental health, substance abuse, and chemical dependency issues
- Referral to appropriate social services for non-medical assistance with the goal of retaining the patient in medical care

These activities are accomplished through the creation of a collaborative patient/provider medical treatment plan based on disease and health status, treatment guidelines, standards of care, and cultural and lifestyle considerations. The majority of patients are seen every three to four months on an outpatient basis with additional office visits for acute conditions or necessary follow-up based on the patient's individualized treatment plan.

Collaborative agreements with community partners and long-standing provider-patient relationships contribute to the quality of medical care that is provided at DPCHC. The DPCHC medical provider staff includes two Family Practice physicians, one Internal Medicine physician, two Infectious Disease physicians, and one Family Practice Nurse Practitioner. Currently, two DPCHC provider are certified as HIV Specialists by the American Academy of HIV Medicine (AAHIVM), as is our Pharmacist-in-Charge. Several DPCHC physicians have specialized expertise in areas of particular concern to treating PLWHA, such as Psychiatry and the treatment of Sexually Transmitted Infections (STI) and Hepatitis C.

Identification of and treatment for common medical co-morbidities is an integral part of the DPCHC medical practice. DPCHC has a highly coordinated TB and STI referral program through our relationship with the City of Austin's Communicable Disease Unit (CDU). STIs are extremely common among certain HIV subpopulations, with Syphilis, Chlamydia, and Gonorrhea the most common. STI testing is performed according to guidelines and as indicated.

Hepatitis A, B, and especially C are also common co-morbidities with HIV. We not only provide in-house treatment for Hepatitis C, but our patients also have access to the Hepatitis C clinic at CommUnityCare's North Central Community Health Center.

In DPCHC's efforts to maintain recently incarcerated individuals in HIV care, the clinic has several resources. Prisoners released from the Federal prison system to the Austin area are provided information about DPCHC. Staff facilitates obtaining copies of the prison medical record upon patient intake at DPCHC. DPCHC also provides care to HIV-positive prisoners in Williamson, Hays, and Burnet Counties. These prisoner visits are scheduled in advance and include a guard escort. All of these prison relationships have been developed to ensure the availability and continuity of care to HIV-positive prisoners and formerly incarcerated individuals.

Women make up approximately 20% of the DPCHC patient population. DPCHC responds to the increasing incidence of HIV infection in women by offering a fully integrated women's health program within the clinic. Female patients may schedule a women's health visit any weekday with a provider experienced in medical care for women with HIV. DPCHC follows basic

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## Program Work Statement By Service Category

Period Start Date 1/1/2017

Period End Date 12/31/2017

### HIV Service Category CS-OAMC-OAHS

standards of care for women's health as outlined in the Austin TGA Standards of Care as well as HRSA treatment guidelines for women infected with HIV. DPCHC provides directly and through referrals HIV-specific early gynecological assessment and treatment services including pelvic examinations, pap smears, colposcopy, cryosurgery, cervical biopsy, screening, and treatment for gynecological infections, family planning, and prenatal care. This publication, along with other appropriate resources and extensive experience and continuing education, guides providers in the provision of female-specific HIV care. Pregnant women are referred to CommUnityCare's Women's Health Clinic (formerly High Risk Obstetrics Clinic) at Brackenridge (UMCB), with DPCHC providers supervising antiretroviral therapy during the term of the pregnancy in coordination with the OB specialist providing prenatal care. In order to provide a care system in which women with HIV can be as comfortable with and engaged in their medical care as possible, female patients have the option of receiving care only female clinical staff. Female patients who are identified as having gynecological disease requiring specialized treatment are referred to local gynecologists with expertise in HIV-related gynecological diseases.

DPCHC offers minor outpatient surgical procedures as part of its core medical services. An appropriately equipped procedure room provides a setting in which conditions common to PLWHA, such as skin abnormalities requiring biopsies, excision of warts and skin lesions, and drainage of abscess, can be performed on site as part of a routine medical visit, removing the need for external referral for these types of simple procedures.

Medical conditions that require the consultation of specialists are addressed through appropriate referral. As part of the Travis County Healthcare District's (Central Health) CommUnityCare network of Federally Qualified Health Centers, most DPCHC patients can access UMCB specialty clinics at no cost to DPCHC due to Brackenridge's contractual relationship with the Travis County Healthcare District. Services not available through the UMCB system are arranged insofar as possible through low-cost arrangements with private providers. Due to the prolonged wait times for some specialty appointments, in 2011 CommUnityCare opened a Specialty Clinic to provide Gastroenterology, Dermatology, Endocrinology, Neurology and Cardiology services. The urgency of the issue and the presence or absence of a third-party payor directly affect to whom and how such referrals are made. Referrals are tracked through the NextGen Electronic Medical Record (EMR) system.

**OAHS – Pharmaceuticals:** DPCHC's goal for OAHS-Pharmaceuticals is to provide on-site pharmacy and drug assistance services through its integrated health services delivery model to eligible patients in order to facilitate access to antiretroviral therapy, opportunistic infection prevention and treatment, and other needed medications. The goal also includes providing assistance in accessing and dispensing drugs obtained through peripheral support services such as the Texas HIV Medication Program (AIDS Drug Assistance Program or "ADAP") and pharmaceutical firms' Patient Assistance Programs (PAPs) to reduce dependence on Ryan White funding to the greatest extent possible. As with all services, the overriding objective of providing these services is to efficiently and cost-effectively assist PLWHA in accessing and maintaining engagement in HIV care and primary medical care.

DPCHC offers OAHS pharmaceutical services through its on-site Class-A pharmacy staffed with licensed pharmacists and pharmacy technicians. The pharmacy dispenses medications obtained through internal direct purchases (using the 340b discount program made possible by both our Ryan White and FQHC status) and through drug assistance programs (ADAP and PAPs). All new patients who may be eligible for ADAP are guided through the application processes as a part of financial screening. Additionally, on-site support services provided through Social Workers and two PAP coordinators help unfunded patients identify alternative resources for drugs prescribed by the provider, including assistance in enrolling in Medicare Part D, for those who qualify. In addition, during the patients' care at the clinic, the medical providers can refer patients to one of two PAP coordinators to enroll them in prescription assistance programs, as needed. By maintaining robust ADAP, Medicare Part D, and PAP enrollments, encouraging the patient to fill their most expensive medications through Medicaid coverage when possible; DPCHC makes every attempt to ensure that Ryan White funds remain the payor of last resort for pharmaceuticals.

Pharmacy staff provides drug counseling as required, and per patient request, to help ensure patient safety and adherence (i.e., minimizing side effects by offering information about when and how medication should be taken, checking for allergies and drug interactions, etc.). The pharmacy team works closely with the clinic staff (medical providers, nursing, social workers, and nutritionist) to ensure a comprehensive approach to treatment. The availability of a full Class-A pharmacy on site helps to facilitate medication adherence among patients who use its services by providing the opportunity for seamless monitoring of

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## **Program Work Statement By Service Category**

**Period Start Date** 1/1/2017

**Period End Date** 12/31/2017

### **HIV Service Category CS-OAMC-OAHS**

refills and enhanced opportunities for medication education. Targeted treatment adherence services are provided through Social Work services and nursing staff.

This integrated model provides immediate care plan revision and assistance while a patient is still in the clinic when any member of the care team identifies barriers to successful treatment. Pharmacy and nursing staff coordinate with third party coverage and PAP where available, using grant dollars only as a last resort. With DPCHC's on-site pharmacy, many patients can receive their medication at the completion of their provider appointment. On-site pharmacists are also readily available for consultation with providers regarding drug reactions and potential interactions.

The on-site pharmacy is also a link to new medication treatment options for DPCHC patients. One DPCHC physician is licensed to prescribe Buprenorphine in order to offer office-based treatment of Opioid dependence. In addition, DPCHC has in the past, and continues now, to participate in expanded (early) access programs for new antiretroviral therapy (ART) medications. However, the DPCHC pharmacy does not supply medications to patients with third party medication coverage (ADAP medications for clients with Part D coverage being the largest exception).

DPCHC provides other support services that contribute to successful provision of HIV and primary medical care, including nutritional counseling, Social Work (including treatment adherence), and integrated behavioral health (psychiatric and mental health counseling) services. The overall purpose of these ancillary services is to engage PLWHA in a successful medical treatment plan and to increase medical plan adherence. External referrals for behavioral health issues, such as referral into a formal substance abuse program, are made as necessary. DPCHC has a formal collaborative agreement with Austin/Travis County Integral Care - C.A.R.E. program to expedite enrollment into formal substance abuse treatment programs when these issues risk compromising the success of medical treatment. While DPCHC does not offer non-Medical Case Management, close linkages and collaborative agreements are in place with other HIV service providers that do offer such services to facilitate two-way referral and information sharing as needed, with the patient's consent.

In order to ensure services to patients needing care outside of normal clinic hours of 8:00 a.m. to 5:00 p.m., DPCHC offers evening clinics Tuesday and Wednesday until 8:00 p.m. Calls coming into the DPCHC triage line after hours are routed to an after-hours triage nurse. This staff assesses for urgent care and refers to local emergency room care as appropriate. Additionally, patients may access one of CommUnityCare's walk-in clinics, Hancock, from 8:00 a.m. to 8:00 p.m. daily, including weekends and holidays, or Southeast Health and Wellness Center Monday through Saturday from 7:30a.m. To 8:00p.m. Providers there may access CommUnityCare's electronic health record as needed to provide urgent care to DPCHC patients.

#### **Frequency of these service activities**

Services will be provided to patients, as needed, and at least twice annually.

#### **Location(s) of these service activities**

Services will be provided at the David Powell Community Health Center

#### **Staffing**

Primary medical care is provided at DPCHC using an integrated health services delivery model including medical providers, nurses, medical assistants, social work staff, dietitians, pharmacists, phlebotomists, etc.

As part of the Central Health Federally Qualified Health Center (FQHC) network, DPCHC's medical practice is under the general supervision of CommUnityCare's Chief Medical Officer, MD. Within the clinic, medical providers operate under the day-to-day direction of a Lead Provider, MD. The Practice Leader (PL), LMSW, provides administrative direction for clinic operations and manages the entirety of all facets of the practice in close collaboration and cooperation with the Lead Provider, FQHC Chief Medical Officer, and CommUnityCare's Chief Operating Officer. The Nursing team, all Registered Nurses, operate under the direct supervision of a Nurse Manager. The Lead Provider and Nurse Manager effectively direct all day-to-day aspects of the provision of clinical medical care at DPCHC, as well as determine policy and practice direction within the boundaries set by executive management of the FQHC network and FQHC Board.

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## Program Work Statement By Service Category

Period Start Date 1/1/2017

Period End Date 12/31/2017

### HIV Service Category CS-OAMC-OAHS

Administrative liaison with the Austin Public Health HIV Resources Administration unit rests with CommUnityCare's DPCHC Grant Manager. When required, other members of the management team participate directly in discussions and meetings with grant administrative agents related to program design and monitoring, contract compliance, and quality management.

Subcontractors are used in this service category for the provision of necessary laboratory testing. These contracts are awarded through a competitive bid process and result in economical charges for basic chemistry profiles, CD-4 T-Cell testing, Viral Load testing, resistance testing, and other needed laboratory services. One of DPCHC's two phlebotomists is provided to the clinic at no charge as a contract condition with one of two laboratory vendors selected through the competitive bid process.

Spanish speakers on staff include providers, nurses, medical assistants, medical social workers, pharmacists, and medical admissions clerks.

DPCHC staff is committed to and experienced in providing state-of-the-art HIV care. One providers has completed the credentialing process by the American Academy of HIV Medicine and is certified as HIV Specialists; two additional clinical staff are working towards this certification. Three of the nursing staff are designated as AIDS Certified Registered Nurses (ACRNs). The nursing staff averages around ten years of experience in HIV care. Most nurses are active in the leadership of the local Association of Nurses in AIDS Care (ANAC) chapter, and most nurses are members.

Due to concerns related to confidential HIV-related health data, DPCHC does not use volunteers. The time of interns and practicum students who rotate through DPCHC as part of their training and degree requirements is much more valuable and applicable.

### Quality Management

Success towards DPCHC's goals is measured through performance outcome data. Examples of outcome measures that indicate quality of care include:

- Percent of patients staged with CDC-defined AIDS that are prescribed antiretroviral therapy
- Percent of patients with a CD-4 T-Cell Count under 200/mm3 that are prescribed prophylaxis treatment for PCP
- Percent of patients with a Viral Load below limits of quantification at last test during the measurement year
- Percent of patients who indicate in a client survey that they are satisfied with the overall quality of services they receive at DPCHC

Targets are set for each quality outcome. If targets are not met, discussion ensues among the provider staff, clinic management team, and clinic staff at large as appropriate regarding possible causes and whether changes are needed in the DPCHC practice to improve outcomes. Specific indicators required by the administrative agent are identified and explained in Performance Measures documents.

### Quality Management

The FQHC Chief Medical Officer has responsibility for oversight of care provided at DPCHC and addresses any quality management challenges discovered by audits and reviews. The Chief Medical Officer's functions include:

- Ensuring implementation of the Performance Improvement Program's monitoring and evaluation activities
- Ensuring that the Performance Improvement Program is evaluated annually
- Delegating the ongoing daily responsibilities to the Director of Performance Improvement.
- Reporting to the Chair of the FQHC Board on the quality of services provided by the FQHC network
- Ensuring that health professionals make decisions regarding quality of care issues
- Facilitating the identification of problems and opportunities for performance improvement to practitioners
- Maintaining facility action plans to meet standards set by the Performance Improvement Program and peer review process; and
- Approving agendas and materials for the Performance Improvement Committee.

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## ***Program Work Statement By Service Category***

***Period Start Date*** 1/1/2017

***Period End Date*** 12/31/2017

***HIV Service Category*** CS-OAMC-OAHS

As part of the FQHC network, DPCHC is required to perform regular audits and quality control reviews as established in the organization's Performance Improvement/Risk Management Plan. This plan addresses quality management and improvement across all services provided within the FQHC network, including medical care, behavioral health and social work, pharmacy, and safety and risk management. Results of Performance Improvement activities are presented through a chain of command and responsibility, including to the FQHC Board of Directors. Any adverse finding results in the creation of a planned process for improvement.

As a specialty clinic, DPCHC engages in additional Quality Improvement activities to meet Ryan White/HRSA guidelines and to assist in the gathering of outcome data for grant reporting. Our grants manager coordinates these activities with the help of our Performance Improvement Analyst, who focuses on ARIES reporting.

External quality audits and program monitoring are also performed by DPCHC's grant administrative agents, and an annual satisfaction survey is undertaken to gauge the perception of quality of care and other factors by DPCHC's patient population.

Primary medical care services receive the highest level of review at DPCHC for regulatory as well as quality-of-care purposes. DPCHC providers peer review each other's charts using a randomized chart selection process to determine if appropriate care is being provided according to established standards and guidelines. DPCHC sets a goal of approximately 10% of active patients for the minimum number of these peer chart reviews in a 12-month period. Periodic chart reviews are also performed related to nursing care and the dispensing of medications through the DPCHC Class A pharmacy.

As a matter of business practice, DPCHC responds to patient inquiries, requests, and complaints through both formal and informal means. DPCHC's status as a member of the FQHC network also provides the opportunity for patients to call a central Community Health Centers hotline with any complaints or issues if they are uncomfortable bringing up such issues directly with clinic staff. The CommUnityCare Compliance Unit operates this hotline, and any complaints or issues received through this method automatically enters an external (non-DPCHC) tracking system that monitors how and when the issue is addressed and resolved.

### ***HRSA/HAB Ryan White Part A Program Monitoring Standards***

Not Applicable (Overwrite if Applies)

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2017

Period Performance End 12/31/2017

**Outputs****HIV Service Category CS-Local APA**

<b>Output Measure Description</b>		<b>Period Goal</b>		
		<b>Initial</b>	<b>Adjusted</b>	<b>Target</b>
<b>How Data Is Compiled</b>				
OP1	825 UNITS of service (UOS) will be provided during this term period for the approved funding amount Data are input into ARIES daily	825		825
OP2	DPCHC services will be provided to 206 Total Unduplicated CLIENTS (UDC) during this term period. Of this total, the projected numbers of New and Continuing clients are: 2a. 185 Number of CONTINUING unduplicated clients to be served in the term period  2b. 21 Number of NEW unduplicated clients to be served in the term period Data are input into ARIES daily	206		206

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**Program Performance for HIV Service Category***Period Performance Start* 1/1/2017*Period Performance End* 12/31/2017**Outcomes****HIV Service Category CS-Local APA****Outcome Measure Description****Period Goal****What Data Is Collected****How Data Is Compiled****When Data Is Evaluated**

<b>Numerator</b>	<b>Denominator</b>	<b>Target Percent</b>
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OC1 80% of clients receiving pharmacy services at DPCHC will report that they are satisfied or very satisfied with the overall quality of pharmacy services received.

80

100

80.00

Client responses to a quarterly satisfaction survey.

CommUnityCare conducts a quarterly patient survey which assesses patient satisfaction with clinic operations and their providers. These data are collect at each CommUnityCare Clinic site, including DPCHC and are reported collectively and by location.

data will be collected and reviewed quarterly

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2017

Period Performance End 12/31/2017

**Outputs****HIV Service Category CS-OAMC-OAHS****Period Goal****Output Measure Description****Initial****Adjusted****Target****How Data Is Compiled**

OP1 300 UNITS of service (UOS) will be provided during this contract term period for the approved funding. One unit of service = One unit of service = one (1) client visit and includes all services and procedures provided as a part of the visit.

300

300

Data will be collected in ARIES

OP2 DPCHC services will be provided to 135 Total Unduplicated CLIENTS (UDC) during this term period. Of this total, the projected numbers of New and Continuing clients are:

135

135

2a. 122 CONTINUING unduplicated clients for the term period

2b. 13 NEW unduplicated clients for the term period

Data will be collected in ARIES

OP3 DPCHC will provide 185 CD4 T-Cell test. One unit of service = one (1) C-D4 T-Cell Count test.

185

185

DPCHC services will be provided to 135 Total Unduplicated CLIENTS (UDC) during this term period. Of this total, the projected numbers of New and Continuing clients are:

2a. 122 CONTINUING unduplicated clients for the term period

2b. 13 NEW unduplicated clients for the term period

Data will be collected in ARIES

OP4 DPCHC will provide 185 Viral Load Tests One unit of service = one (1) Viral Load test.

185

185

DPCHC services will be provided to 135 Total Unduplicated CLIENTS (UDC) during this term period. Of this total, the projected numbers of New and Continuing clients are:

2a. 122 CONTINUING unduplicated clients for the term period

2b. 13 NEW unduplicated clients for the term period

Data will be collected in ARIES

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**Program Performance for HIV Service Category**

Period Performance Start 1/1/2017

Period Performance End 12/31/2017

**Outcomes****HIV Service Category CS-OAMC-OAHS**

<b>Outcome Measure Description</b>		<b>Period Goal</b>		
<b>What Data Is Collected</b>				
<b>How Data Is Compiled</b>				
<b>When Data Is Evaluated</b>		<b>Numerator</b>	<b>Denominator</b>	<b>Target Percent</b>
OC1	90% of patients, regardless of age, with a diagnosis of HIV prescribed antiretroviral therapy for the treatment of HIV infection during the measurement year	1440	1600	90.00
<p>Numerator: Number of patients from the denominator prescribed HIV antiretroviral therapyP1P during the measurement year.</p> <p>Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year.</p> <p>Exclusions: None.</p> <p>The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.</p> <p>All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be extracted from the ARIES database using the HAB Measures report, once updated. In the interim data will be pulled from NextGen.</p> <p>Data is collected on an going basis; all data in ARIES is updated as least biannually as a part of chart audits.</p>				
OC2	90% of clients with HIV infection and a CD4 T-Cell count below 200 cells/mm will be prescribed PCP prophylaxis during the measurement year.	180	200	90.00
<p>Numerator 1: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 200 cells/mm</p> <p>Numerator 2: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis within 3 months of CD4 count below 500 cells/mm or a CD4 percentage below 15%</p> <p>Numerator 3: Patients who were prescribed Pneumocystis jiroveci pneumonia (PCP) prophylaxis at the time of HIV diagnosis</p> <p>Aggregate numerator: The sum of the three numerators</p> <p>Denominator 1. All patients aged 6 years and older with a diagnosis of HIV/AIDS and a CD4 count below 200 cells/mm, who had at least two visits during the measurement year, with at least 90 days in between each visit</p> <p>Denominator 2. All patients aged 1 through 5 years of age with a diagnosis of HIV/AIDS and a CD4 count below 500 cells/mm or a CD4 percentage below 15%, who had at least two visits during the measurement year, with at least 90 days in between each visit</p> <p>Denominator 3. All patients aged 6 weeks through 12 months with a diagnosis of HIV, who had at</p>				

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**Program Performance for HIV Service Category****Period Performance Start** 1/1/2017**Period Performance End** 12/31/2017

least two visits during the measurement year, with at least 90 days in between each visit

Total denominator: The sum of the three denominators

Denominator 1 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 200 cells/mm during the three months after a CD4 count below 200 cells/mm

Denominator 2 Exclusion: Patient did not receive PCP prophylaxis because there was a CD4 count above 500 cells/mm or CD4 percentage above 15% during the three months after a CD4 count below 500 cells/mm or CD4 percentage below 15%

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Number of clients meeting clinical guidelines for PCP prophylaxis treatment per USPHS/IDSA guidelines, number of such clients that are prescribed PCP prophylaxis; All data is input into our Electronic Medical Record system, NextGen and transcribed into ARIES for grant reporting purposes. Data will be collected from the ARIES database using the HAB Measures report.

Data is collected on an going basis; all data in ARIES is updated as least biannually as a part of chart audits.

OC3	80% of clients receiving OAMC services will report overall satisfaction with the quality of medical care services received.	80	100	80.00
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Client responses to a quarterly satisfaction survey.

CommUnityCare conducts a quarterly patient survey which assesses patient satisfaction with clinic operations and their providers. These data are collect at each CommUnityCare Clinic site, including DPCHC and are reported collectively and by location.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Data will be collected quarterly

OC4	80% of patients, regardless of age, with a diagnosis of HIV who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between medical visits	1280	1600	80.00
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Numerator: Number of patients in the denominator who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the first 6 months of the 24-month measurement period

Patient Exclusions: Patients who died at any time during the 24-month measurement period

Number of patients with an HIV infection who had one or more medical visits during the measurement period. Data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report.

Data is collected on an going basis; all data in ARIES is updated as least biannually

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**Program Performance for HIV Service Category****Period Performance Start** 1/1/2017**Period Performance End** 12/31/2017

as a part of chart audits.

OC5	80% of patients, regardless of age, with a diagnosis of HIV with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year	1280	1600	80.00
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Numerator: Number of patients in the denominator with a HIV viral load less than 200 copies/mL at last HIV viral load test during the measurement year

Denominator: Number of patients, regardless of age, with a diagnosis of HIV with at least one medical visit in the measurement year

Patient Exclusions: None

Viral load data are recorded in our Electronic Medical Record, NextGen, and are imported weekly into ARIES. Data will be extracted from ARIES using the HAB Measures report. Data will be extracted from the ARIES database using the HAB Measures report, when updated.

The listed numerator and denominator are projected; those reported as a part of our final report may vary depending the number of patients meeting sample selection criteria.

Data is collected on an going basis; all data in ARIES is updated as least biannually as a part of chart audits.

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**Program Budget for HIV - Direct Services**

Program Start Date 1/1/2017

Program End Date 12/31/2017

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	104,756.57	33,522.10	1,200.00	0.00	0.00	28,711.00	40,043.33	208,233.00
SS-Referral for Health Care-Supportive Svcs	14,911.00	4,771.00	0.00	0.00	0.00	0.00	0.00	19,682.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>119,667.57</b>	<b>38,293.10</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>28,711.00</b>	<b>40,043.33</b>	<b>227,915.00</b>

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**Program Budget for HIV - Administrative Services**

Program Start Date 1/1/2017

Program End Date 12/31/2017

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SS-Referral for Health Care-Supportive Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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**Program Budget for HIV - Combined Services and Narrative**

Program Start Date 1/1/2017

Program End Date 12/31/2017

<i>Service Category</i>	<i>Personnel</i>	<i>Fringe</i>	<i>Travel</i>	<i>Equipment</i>	<i>Supplies</i>	<i>Contractuals</i>	<i>Other</i>	<i>Subtotal</i>
CS-OAMC-OAHS	104,756.57	33,522.10	1,200.00	0.00	0.00	28,711.00	40,043.33	208,233.00
SS-Referral for Health Care-Supportive Svcs	14,911.00	4,771.00	0.00	0.00	0.00	0.00	0.00	19,682.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reserved for Future Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Subtotal</b>	<b>119,667.57</b>	<b>38,293.10</b>	<b>1,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>28,711.00</b>	<b>40,043.33</b>	<b>227,915.00</b>

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## ***Program Budget for HIV - Combined Services and Narrative***

<b><i>Service Category</i></b>	<b><i>Budget Narrative</i></b>
CS-OAMC-OAHS	<p><b>PERSONNEL COSTS:</b>  Salaries &amp; Fringe Benefits for Registered Nurse, Physician, Physician, Senior Registered Nurse, Physician, Nurse Manager, Registered Nurse (Vacant), Senior Registered Nurse, Nurse Practitioner, Physician, Registered Nurse, Registered Nurse, Senior Registered Nurse, Physician, Medical Assistant(Vacant), Medical Assistant, Lead Pharmacist III, Pharmacist, Pharmacy Technician, Lead Pharmacy Technician, Clinical Pharmacist.</p> <p><b>TRAVEL and TRAINING:</b>  Staff travel and training</p> <p><b>CONTRACTUAL:</b>  Lab Services</p> <p><b>OTHER:</b>  Pharmaceuticals</p>
SS-Referral for Health Care-Supportive Svcs	<p>Partial salary and fringe benefits for various positions (Administrative Supervisor, Medical Admissions Clerk (five positions), Patient Assistance Coordinator, Dietician Coordinator, Financial Screener (three positions), and Referral Coordinator)</p>

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**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*

*addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 6<sup>th</sup> day of June, 2017

CONTRACTOR  
Authorized  
Signature

Title

Community Care Health Centers  
[Signature]  
CEO

## **EXHIBIT D**

### **RW Part C REQUIRED REPORTS**

*Partial list of required reports with due dates on next page*

Current reporting forms and assistance are available from  
HIV Resources Administration Unit/ Austin Public Health



## REQUIRED PERFORMANCE and FINANCIAL REPORTS

### Summary for FY 2017 Ryan White Part C Grant Agreements and Contracts

Partial list of required forms and reports, to be submitted no later than the indicated due dates:

Reporting Requirements	Due Dates/ Detail
<b>ARIES Monthly Data Report and ARIES YTD Data Report</b> (for each sub/service category: Actual Units delivered and Unduplicated Clients served for the billed month, and also cumulative Year-to-Date (YTD) totals. For MAI program – breakdown by target group is also required)	Ongoing ARIES data input is required. Two ARIES Data Reports are due monthly, no later than the 15 <sup>th</sup> of each month for the previous month, uploaded to CIODM (Community Information Online Data Management) system
<b>Monthly Performance Report and Monthly Financial Summary</b> spreadsheets, including Program Income and Administrative Expenditures	Due no later than the 15 <sup>th</sup> of each month for the previous month, uploaded as <b>complete MS Excel files</b> into CIODM system
<i>(As applicable for each month where expenditures or performance are not within expected range):</i> <b>Monthly Expenditure and Performance Variance Report</b> by HIV Service Category (submitted in MS Word format)	For each service category that meets criteria (instructions on form), a separate form is due no later than the 15 <sup>th</sup> of each month, <b>uploaded as MS Word formatted file</b> into CIODM system
<b>Contract Detail for Monthly Expenditures Report</b> (general ledger/financial system transactions documentation) - <i>Monthly and cumulative YTD total Expenditures should match those in the Monthly Financial Summary and online CIODM forms</i>	Submit contract actual monthly & YTD expenditures report generated from the Contractor's financial management system. Due no later than the 15 <sup>th</sup> of each month for the previous month, uploaded to CIODM system
<b>Semi-Annual OUTCOME Performance Measures report</b> with cumulative YTD client results for numerators, denominators, and percentage rates achieved	July 15, 2017 (initial 6-month report) and February 14, 2018 (final 12-month cumulative YTD report) on forms and following instructions as provided by City
<b>Ryan White Program Services Report (RSR)</b> for calendar year 2017 submitted online into HRSA's EHB system, or as directed	February 2018, or as directed by City – for period January through December 2017
<b>Administrative and Fiscal Review (AFR)</b> Annual report with all required attachments submitted in CIODM, or as directed	May 31, 2017, or as directed by City
<b>Final Term Period Closeout Report</b> for January 1 – December 31, 2017 inclusive	February 14, 2018
<b>Annual Financial Report</b> with independent auditor's Management Letter and all related items	180 calendar days after close of provider agency's fiscal year

# **EXHIBIT E**

## **MODIFICATIONS TO THE STANDARD APH AGREEMENT**

### **RYAN WHITE HIV/AIDS PROGRAM (RWHAP) PART C HIV SERVICES Central Texas Community Health Centers Agreement Modifications**

The City has received a Ryan White Treatment Modernization Act Part C Outpatient Early Intervention Services Grant ("Grant") from the United States Department of Health and Human Services (HHS), which is administered by the Federal Health Resources and Services Administration (HRSA). The City wishes to purchase from Grantee services for eligible clients living with HIV/AIDS in accordance with Grant Terms. (In the Agreement and in this Modifications document, "Grantee" refers to the party who will provide services for the City.) Grantee agrees to provide services to the City in accordance with the terms of the Agreement, this Modifications document, and the terms of the Grant, a copy of which has been provided to and reviewed by Grantee.

Grantee must comply with all applicable legislative and program requirements for the Grant and other Federal regulations.

1. Section 4.1.1. of the Agreement is deleted in its entirety and replaced by the following:

4.1.1. Grantee may not transfer any funds between different Service Categories without advance written approval from the City. Within a Service Category Budget, line item amounts under the major budget categories of Personnel, Fringe Benefits, Equipment, Travel, Supplies, Contractual and Other can be changed without prior approval, as long as the changes do not exceed ten percent (10%) of the total Service Category Budget. When there is a decrease or increase in a major budget category amount, the change must be recorded on all affected tab sheets under the Approved Budget Allocation column on the HIV Monthly Financial Report. When budget changes cumulatively exceed ten percent (10%) of the total Service Category Budget, Grantee shall submit a written request for Budget reallocation approval by the City's Agreement Manager.

2. Section 4 of the Agreement is modified to add the following as 4.1.3.:

4.1.3. Grantee agrees to provide budget information with sufficient detail to allow identification of applicable expenses as defined in the HRSA HIV/AIDS Bureau Policy Clarification Notice 15-01, *Treatment of Costs Under the 10% Administrative Cap For Ryan White HIV/AIDS Program Parts A, B, C, and D*, and other applicable Federal guidance. Grantee will provide expenditure reports as required by the City that track expenses with sufficient detail to permit review of cost elements.

3. Section 4.7.4. of the Agreement is deleted in its entirety and replaced by the following:

4.7.4. The City shall not be liable to Grantee for any costs that have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee that were: a) incurred prior to the effective date of this Agreement, or b) not billed to the City at least five (5) business days before the Grantee's Program Period Closeout Report is submitted or due, whichever comes first.

4. Section 4 of the Agreement is modified to add the following as Section 4.7.9.:

4.7.9. Grantee agrees to collect and report program income as required by this Agreement and the Grant, and to list all program income received in its monthly performance and financial reports. The program income is to be returned to the respective HIV/AIDS program and used for eligible program costs. Program income is gross income directly generated by the grant-supported activity or earned as a result of the grant award. Program income includes, but is not limited to, income from fees for services performed such as direct payment, or reimbursements received from Medicaid, Medicare, private insurance or any third-party payers.

Direct payment includes, but is not limited to enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges. Grantee agrees to add program income to Agreement funds and use program income to further eligible project or program objectives. Grantee shall ensure that systems are in place to account for program income. Program income shall be reported on the HIV Services Monthly Financial Summary Report and on other report formats as required by the City.

5. Section 4.8.3. of the Agreement is modified to include the following additional items as allowable only with prior written authorization:

9. Administrative costs up to 10% of the total Program Period Agreement expenditures

6. Section 4.8.4. of the Agreement is modified to include the following additional items as specifically **not allowable** with funds under this Agreement:

- 21. Expenses subject to reimbursement by a source other than the City
- 22. Expenses claimed that would supplant other funding sources already in place
- 23. Funding for Syringe Services Programs, inclusive of syringe exchange, access, and disposal
- 24. Pre-Exposure Prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP)
- 25. Administrative costs in excess of 10% of the total Program Period Agreement expenditures
- 26. Outreach programs and/or services that have HIV prevention education as their exclusive purpose, or broad-scope awareness activities about HIV services that target the general public

7. Section 4 of the Agreement is modified to add the following as Section 4.8.5.:

**4.8.5. Special Conditions Related to the Purchase of Pharmaceuticals.** Funds awarded for pharmaceuticals shall meet the following Federal requirements:

4.8.5.1. Funds may only be spent for pharmaceuticals to assist clients who have been determined to be ineligible for other pharmaceutical assistance programs, including but not limited to the AIDS Drug Assistance Program (ADAP), while they await entrance into such programs, and/or for drugs that are not on the State ADAP or Medicaid formulary.

4.8.5.2. If Grantee reimburses clients for outpatient drugs, an assessment must be made to determine whether Grantee's drug acquisition practices meet Federal requirements regarding cost-effectiveness and reasonableness (see OMB Uniform Guidance at [www.grants.gov/web/grants/learn-grants/grant-policies.html](http://www.grants.gov/web/grants/learn-grants/grant-policies.html)). If Grantee is eligible to be a covered entity under Section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs, as defined by that section, failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset.

8. Section 4 of the Agreement is modified to add the following as Section 4.8.6:

**4.8.6. Special Conditions Related to Cash and Cash Equivalent Payments.** RWHAP funds cannot be used to make cash payments to intended clients of core medical or support services. This prohibition includes cash incentives and cash intended as payment for RHHAP services. Where direct provision of a service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Grantees must administer voucher and store gift card programs in a manner that assures that vouchers or gift cards cannot be exchanged for cash or used for anything other than allowable goods and services, and must have a system in place to account for disbursed vouchers and store gift cards. General-use prepaid cards, which generally bear the logo of a payment network such as Visa, Mastercard, or American Express, are considered "cash equivalents" and are unallowable. Gift cards that are co-branded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are considered general-use prepaid cards and are therefore not allowable.

9. Section 4 of the Agreement is modified to include the following as Section 4.8.7:



4.8.7. *Maximum Salary for Grant-Funded Positions.* Public Law 114-113 limits the salary amount for any given individual that may be charged to HRSA grants and cooperative agreements to the current Federal Executive Pay Scale II rate. This amount reflects an individual's base salary exclusive of fringe benefits. This limitation does not apply to payments made to consultants, although such payments must meet the test of reasonableness. This action does not limit an individual's compensation, only the portion which may be charged to Grant funds.

10. Section 4.9.2. of the Agreement is deleted in its entirety and replaced by the following:

4.9.2. Additional monthly reports required by the Agreement include, but are not limited to the HIV Monthly Financial Summary Report, Monthly Performance Report, AIDS Regional Information and Evaluation System (ARIES) Monthly and Year-To-Date (YTD) Data Reports, and, if applicable, Monthly Expenditure and Performance Variance Report. The reports must be submitted to the City using the same deadlines as in Section 4.9.1. Payment Requests will not be approved and processed until additional required reports are received, reviewed, and approved.

4.9.2.1. To attain standardized unduplicated client-level data management, the Grantee agrees to use the AIDS Regional Information and Evaluation System (ARIES) or other data management system designated by the City. Grantee shall ensure that complete and correct client-level data are entered into ARIES. Grantee shall enter service delivery data into ARIES or other data management system designated by the City, within five (5) business days of providing the service.

4.9.2.2. Grantee shall determine on a monthly basis that the cumulative number of units of service delivered and the cumulative amount of reimbursement requested both fall within ten percent (10%) below or above the appropriate level at that particular time during the Agreement term for service measure deliverables and projected expenditure spend-down.

4.9.2.3. If an Service Category Program Period-to-date expenditure or performance result is not within the acceptable ten percent (10%) variance, written explanation must be provided on the Monthly Expenditure and Performance Variance Report.

4.9.2.4. If the cumulative service delivery or amount of reimbursement is not within the ten percent (10%) level, City may require Grantee to either:

- i. submit a revised expenditure plan; or
- ii. amend the budget amount for this Agreement to the amount projected to be expended, as determined by the City.

11. Section 4.9.3. of the Agreement is deleted in its entirety.

12. Section 4.9.4. of the Agreement is deleted in its entirety and replaced by the following:

4.9.4. An Agreement Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/>, or substitute forms designated by the City, shall be completed by the Grantee and submitted to the City within forty-five (45) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

13. Section 4.11.1 of the Agreement is deleted in its entirety and replaced by the following:

4.11.1. Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities. The City will notify Grantee in writing of any deficiencies noted during such monitoring. Grantee shall respond to the monitoring report by the required deadline. The City will provide technical assistance, upon request, to Grantee and will require or suggest changes in Grantee's program implementation or in Grantee's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. The City will conduct follow-up visits to review and assess the efforts Grantee has made to correct previously noted deficiencies. The City

may terminate this Agreement or invoke other remedies in the event monitoring reveals material deficiencies in Grantee's performance or if Grantee fails to correct any deficiency within the time allowed by federal or City laws or regulations.

14. Section 4.13.2. of the Agreement is deleted in its entirety and replaced by the following:

4.13.2. Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of five thousand dollars (\$5,000) or more per unit in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Closeout Summary Report, due forty-five (45) days after the end of the Agreement Term.

15. Section 5.3. of the Agreement is deleted in its entirety and replaced by the following:

**5.3. Termination With Cause.**

**5.3.1. City's Right To Terminate For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

**5.3.2. Grantee's Right To Terminate For Cause.** If Grantee asserts that the City has substantially defaulted in the performance of its obligations under this Agreement, the Grantee shall present the City with a notice detailing its assertion and citing the specific section(s) of the Agreement with which it claims that the City is noncompliant. Such notification shall be made in accordance with Section 5.1., *Right To Assurance* and Section 8.7., *Notices*. If the City fails to satisfactorily demonstrate that it is substantially observing the requirement in question within 30 days of the initial notification by Grantee, Grantee may notify the City in writing, per Section 8.7., *Notices*, informing the City that it is invoking the Right To Assurance clause and a thirty (30) day cure period. If the alleged default is determined to be legitimate and is not cured within thirty (30) days of the receipt of the cure notice, the Grantee has the right to terminate the Agreement on any future date not less than thirty (30) days from the date of the notification of intent to terminate. The City and the Grantee agree to negotiate in good faith to resolve any disagreements prior to involving this termination clause. The conditions of this section do not nullify either party's right to seek judicial relief as described in Section 8.22., *Jurisdiction and Venue*, of the Agreement.

16. Section 5.4. of the Agreement is deleted in its entirety and replaced by the following:

**5.4 Termination Without Cause.**

**5.4.1. City's Right To Terminate Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods



delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**5.4.2. Grantee's Right To Terminate without Cause.** The Grantee shall have the right to terminate the Agreement, in whole only, without cause any time upon 120 days prior written notice. Following the termination date, the City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof. Grantee agrees to cooperate with the City in transitioning clients to other service providers and to take every action possible to avoid lapse in critical services.

17. Section 7.2. of the Agreement is deleted in its entirety and replaced by the following:

**7.2. Performance Standards**

7.2.1. Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

7.2.2. Grantee warrants that it has reviewed the applicable Austin Area Standards of Care, agrees to observe them, and agrees that they are incorporated by reference. Grantee shall provide training to staff on applicable Standards of Care related to their positions, including within ninety (90) calendar days of receipt of the Standards of Care from HHSD, within thirty (30) calendar days of new employee hire date, and at least annually thereafter. Documentation of current Standards of Care training shall be maintained and reported as required by HHSD.

7.2.3. Grantee must have and adhere to a Grievance Policy and Procedures that shall be available in both English and Spanish and posted in a public area that is accessible to clients. Grantee shall adhere to the Austin Area Grievance Policy and Procedures. Clients may request an appeal for termination.

7.2.4. Grantee agrees to participate in City's clinical Quality Improvement Management Program and comply with all related training and other requirements, including site visits, Clinical Quality Improvement Committee and subcommittee meetings, needs assessments, annual client satisfaction surveys as directed by the City, service utilization reviews, and other case reviews and chart audits as identified by the City through the Clinical Quality Improvement process. Grantee agrees to actively participate and use the Plan, Do, Study, Act (PDSA) model for service improvements. Grantee shall provide the City with a Grantee-specific Quality Improvement Plan that is updated annually, reflects changes/improvements in care, addresses identified client needs, and is consistent with the overall Austin Transitional Grant Area (TGA) Quality Management Plan and Quality Goals. Grantee will provide a copy of this plan to the City no later than 90 calendar days of the effective date of this Agreement or as directed by the City. Grantee agrees that it has reviewed the Austin TGA Quality Management Plan and Quality Goals, agrees to comply with them, and that they are incorporated by reference.

7.2.5. Grantee agrees to comply with established ARIES data standards and policies by:

7.2.5.1. Completing input for all required ARIES data elements within established timelines.

7.2.5.2. Ensuring that established thresholds for missing, unknown, or inconsistent ARIES required data elements are not exceeded.

7.2.5.3. Participating in data-related trainings or other technical assistance activities.

7.2.5.4. Responding to periodic ARIES data requests and related desktop monitoring processes conducted by the City.

7.2.5.5. Ensuring that all ARIES data users are aware of data standards and policies and that new users receive training prior to entering data into the system.



7.2.6. Grantee shall document in writing its referral relationships with points of entry to help identify HIV-positive clients and refer them into the health care system. Points of entry include emergency rooms, substance abuse treatment programs, detoxification programs, detention facilities, sexually transmitted disease (STD) clinics, Federally Qualified Health Centers, HIV counseling and testing sites, mental health programs, and homeless shelters. Documented referral agreements shall take the form of Memoranda of Understanding, interagency contacts, or other formal agreements that include the names of parties involved, timeframe or term of the agreement, a clearly defined referral process, and a follow-up mechanism to ensure referrals take place. Grantee shall establish and document a referral relationship with each applicable point of entry, retain subsequent client referral documentation, and make such documentation available for review by the City.

18. Section 8.4. is deleted in its entirety and replaced by the following:

**8.4. Indemnity.** GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING COURT COSTS BUT EXCLUDING ANY ATTORNEY FEES), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS CONTRACT OR VIOLATION OF LAW BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS (CONTRACTOR PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY CONTRACTOR IN THIS CONTRACT OR IN CONTRACTOR'S APPLICATION OR PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY CONTRACTOR PARTIES IN CONNECTION WITH THIS CONTRACT, PROVIDED, HOWEVER, THAT CONTRACTOR IS NOT REQUIRED TO INDEMNIFY OR HOLD HARMLESS INDEMNIFIED PARTIES, FOR MEDICAL MALPRACTICE CLAIMS AGAINST EMPLOYEES OF THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR ACTS OR OMISSIONS WITHIN THE SCOPE OF THEIR EMPLOYMENT AT DAVID POWELL CLINIC, AS THE FEDERAL GOVERNMENT PROVIDES LIABILITY PROTECTION AGAINST THIS CATEGORY OF CLAIMS. CLAIMS TO BE INDEMNIFIED UNDER THIS SECTION INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES, WAGES OR INCOME, DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

City shall give Contractor written notice of a Claim asserted against an Indemnified Party. Contractor shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Contractor of any obligations in this Contract. In no event may Contractor admit liability on the part of an Indemnified Party without the written consent of the City Attorney. Maintenance of the insurance required under this Contract shall not limit Contractor's obligations under this section. Contractor shall require all subcontractors to indemnify City as provided in this section.

19. Section 8.7. of the Agreement is modified to add the text "with copy to Chief Legal Officer" directly following Name, Title, and Address of Grantee Notice Addressee.

20. The Agreement is modified to add the following as Section 8.31:

**Services to Veterans.** Grantee agrees not to deny services, including but not limited to prescription drugs, to a veteran who is otherwise eligible for Ryan White HIV/AIDS services in accordance with RWHAP Policy Notice 04-01 regarding veterans living with HIV/AIDS.

21. The Agreement is modified to add the following as Section 8.32:

**8.32. Maintenance of Effort.** Contractor agrees to comply with Ryan White HIV/AIDS Treatment Modernization Act Maintenance of Effort requirements and shall maintain adequate systems for consistently tracking and reporting on HIV/AIDS-related expenditure data as required by the City and HRSA.

22. The Agreement is modified to add the following as Section 8.33:

**8.33 Pro-Children Act.** Grantee agrees to comply with the Pro-Children Act of 1994 [20 USC Sec. 6081, *et seq.*], which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

23. The Agreement is modified to add the following as Section 8.34:

**8.34. Payer of Last Resort/Client Eligibility.** Grantee and its subgrantees are expected to vigorously pursue eligibility for other funding sources (e.g., Affordable Care Act [ACA] Marketplace, Medicaid, CHIP, Medicare, other State-funded HIV/AIDS programs, employer-sponsored health insurance coverage and/or other private health insurance) in order to extend Grant resources to new clients and/or needed services, maintain policies regarding the required process for pursuing medical benefits enrollment for all eligible clients, and document the steps taken to pursue enrollment for all clients as stated in the current HRSA Policy Clarification Notices and pursuant to other HRSA and Federal requirements.

Grantee shall not use funds provided under this Agreement to pay for Medicaid/Medicare covered services for eligible clients. Grantee shall bill all eligible or available third-party payers before seeking reimbursement under this agreement. A grantee that provides service that are reimbursable by Medicare/Medicaid shall be certified to receive Medicare/Medicaid services and shall provide documentation of certification to the City.

In accordance with the RWHAP client eligibility determination and recertification requirements (Policy Clarification Notice 13-02), HRSA expects clients' eligibility to be assessed during the initial eligibility determination, at least every six months, and at least once a year (whether defined as a 12 month period or calendar year) or whenever changes occur with a client's residency, income, or insurance status to ensure that the program only serves eligible clients, and that RWHAP is the payer of last resort.

24. The Agreement is modified to add the following as Section 8.35:

**8.35. Whistleblower Statutes.** Grantee agrees to comply with all Federal "Whistleblower" protection statutes, including 41 U.S.C. 4712, and to notify all employees and subgrantees in writing that they are subject to those statutes' rights and remedies.

25. The Agreement is modified to add the following as Section 8.36:

**8.36. Treatment of Same-Sex Spouses, Marriages, and Households.** In any Grant-related activity in which family, marital or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, Grantee must treat same-sex spouses, marriages, and households on the same terms and opposite-sex spouses, marriages, and households. By "same-sex spouses," DHHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or foreign country, regardless of whether the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," DHHS does not mean registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This terms applies to all grant programs except block grants governed by 45 CFR Part 98, or grant awards made under titles IVA, XIX, and XXI of the Social Security Act, and grant programs with approved deviations.

26. The Agreement is modified to add the following as Section 8.37:

**8.37. Sliding Scale and Maximum Annual Charges.** Persons with an income at or below 100% of the current federal poverty line may not be charged for any services covered by this Agreement. All other clients may be charged a fee based on income. The Grantee shall develop a sliding fee schedule based on current federal poverty income guidelines, and a mechanism capable of billing patients and third party payers. Grantee shall make reasonable efforts to collect from patients and third parties. A copy of the proposed fee schedule must be posted in an area accessible to all clients. No client shall be denied services because of an inability to pay. Grantee agrees to limit annual charges to clients based upon an individual client's annual gross income, and on Grantees client schedule of charges, documented annually. Grantee shall ensure that annual charges for HIV care from any and all providers do not exceed ten percent (10%) of an individual's annual gross income, based on billing documentation provided by clients. Grantee shall limit the annual cumulative charges to an individual for HIV-related services as provided in the following table:

Client Income	Maximum Charge (annual cap)
At or below 100% of Federal Poverty Level (FPL)	\$0
101% to 200% of FPL	No more than 5% of gross annual income
201% to 300% of FPL	No more than 7% of gross annual income
Over 300% of FPL	No more than 10% of gross annual income

27. The Agreement is modified to add the following as Section 8.38:

**8.38. Personnel Job Descriptions.** Resumes for professional staff not included in the grant application or who are subsequently hired/assigned to this grant program must be submitted to the City within twenty (20) calendar days of their appointment to the program.



## **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### **RECITALS**

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as “HIPAA Rules.”
  6. Individual. “Individual” shall mean the person who is the subject of the protected health information.
  7. Incident. “Incident” means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. “Sensitive Personal Information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. “subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.
  13. Unsecured PHI. “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:



- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate’s own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.



10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three** days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
  2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
  3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if



Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Central Texas Community Health Centers, dba. CommUnityCare  
Austin, TX United States

**Certificate Number:**  
2017-160839

**Date Filed:**  
02/01/2017

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Austin - Austin Public Health Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 9100 NG170000027

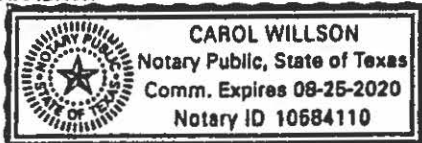
### Medical Services to persons living with HIV

[illegible]

**5 Check only if there is NO Interested Party.**

☒

## 6 AFFIDAVIT




I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Carolyn Kenevix*  
Signature of authorized agent of contracting bus

Signature of authorized agent of contracting business entity

**AFFIX NOTARY STAMP / SEAL ABOVE**

Sworn to and subscribed before me, by the said Carol  
20 17, to certify which, witness my hand and seal of office.

  
Signature of officer administering oath

Carol Willson  
Printed name of officer administering oath

Notary, State of Texas  
Title of officer administering oath